

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION WITH AND CONFIRMING THE REPORT REGARDING THE ESTABLISHMENT OF A CONTRACTUAL ASSESSMENT PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS; CONFIRMING ASSESSMENTS TO BE LEVIED WITHIN THE PARAMETERS OF THE REPORT; AND TAKING CERTAIN OTHER ACTIONS

WHEREAS, on April 6, 2010, the Board of Supervisors (the "Board of Supervisors") of the County of Los Angeles, a political subdivision of the State of California (the "County"), adopted its resolution declaring its intention to order the implementation of a contractual assessment program to finance the installation of distributed generation renewable energy sources and energy and water efficiency improvements (the "Resolution of Intention") pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act"); and

WHEREAS, the Resolution of Intention directed the Director of the Internal Services Department of the County ("Program Administrator") to prepare and file with the Board of Supervisors a report (the "Report") in accordance with Section 5898.22 of the Act and the Program Administrator has filed said Report with the Board of Supervisors; and

WHEREAS, the Resolution of Intention set the time and place for a hearing on the proposed Los Angeles County Energy Program ("LACEP") described in the Report; and

WHEREAS, the Resolution of Intention described the proposed arrangements for funding LACEP, including certain parameters for the issuance of bonds pursuant to the Act, which bonds will be repaid by voluntary contractual assessments; and

WHEREAS, on May 25, 2010, following notice duly given in accordance with law, the Board of Supervisors held a full and fair public hearing on the Report, LACEP and matters relating thereto, at which interested persons were afforded the opportunity to comment upon, object to, or present evidence with regard to the proposed LACEP or any of its particulars, including the extent of the area proposed to be included within LACEP, the terms and conditions of the draft contract with landowners (as further described herein, the "Assessment Contract") assessment, and the proposed financing provisions; and

WHEREAS, the Report sets forth each of the items required to be contained therein pursuant to Section 5898.22 of the Act; and

WHEREAS, the Board of Supervisors, having considered all oral and written testimony, desires to confirm the Report and proceed with the establishment of LACEP;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS FOLLOWS:

Section 1. The recitals set forth hereinabove are true and correct in all respects.

Section 2. The Board of Supervisors finds and determines that all actions required to be taken and all conditions required to be satisfied prior to action by the Board of Supervisors pursuant to law, including the Act, have been taken and satisfied.

Section 3. The Board of Supervisors hereby confirms the Report and approves the formation of the contractual assessment program in connection with LACEP. The Board of Supervisors also confirms the assessment for the cost of the improvements and approves the maximum annual administrative assessment of \$100 to be levied within the parameters of the Report. The Board of Supervisors directs the establishment of LACEP and the implementation of LACEP as provided in the Report and in accordance with the applicable law.

Section 4. The Board of Supervisors hereby appoints and designates the Program Administrator to enter into Assessment Contracts with property owners on behalf of the County and perform the other duties and functions of the Superintendent of Streets for purposes of California Streets and Highways Code, Section 3100 *et seq.*, in connection with LACEP.

Section 5. The Clerk of the Board of Supervisors is hereby directed to cause to be recorded in the office of the Program Administrator, as designated Superintendent of Streets, and in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles (the "County Recorder") a copy of the assessment diagram setting forth the boundaries of LACEP and notice of the existence and amount of each contractual assessment in connection with LACEP, which notice may be amended from time to time and shall set forth the names of all landowners who have entered into Assessment Contracts with the County and their related parcels or lots, pursuant to Section 5898.32 of the Act and Section 3100 *et seq.* of the California Streets and Highways Code.

Section 6. The Clerk of the Board of Supervisors is further directed to cause to be recorded in the office of the County Recorder, concurrently with the instrument creating the voluntary contractual assessment, a document entitled "Payment of Contractual Assessment Required" pursuant to Section 5898.24(d) of the Act. The County Recorder shall only be responsible for examining such document and determining that it contains the information required by Section 5898.24(d)(2)(A), (E) and (F) of the Act and for indexing the document under the names of the persons and entities identified in Section 5898.24(d)(2)(A) and (E) of the Act. The County Recorder shall not examine any other information contained in such document.

Section 7. The Board of Supervisors hereby designates the Auditor-Controller as the office responsible for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment and directs the Program Administrator to establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment; provided that neither the Auditor-Controller, the Program Administrator nor the Board of Supervisors shall be liable if any estimate of future voluntary contractual assessment liability is inaccurate or for any failure of any seller to request notice pursuant to the Act or to provide the notice to a buyer.

Section 8. The Program Administrator is hereby authorized and directed to do all acts and things which may be required of him by this Resolution, or which may be necessary or desirable in carrying out LACEP as described in the Report, and all matters incidental thereto, including without limitation, to make clarifying changes to the Report; after consulting with County Counsel, to modify the draft application and the draft Assessment Contract set forth in the Report; and to modify the schedule of eligible improvements attached to the Report as deemed necessary or desirable after consulting with other County staff.

Section 9. This Resolution shall be effective upon its adoption by the Board of Supervisors.


The foregoing Resolution was on the \_\_\_\_ day of \_\_\_\_\_, 2010, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By:   
Behnaz Tashakorian  
Deputy County Counsel

# *Los Angeles County Energy Program (LACEP)*



## **PROGRAM REPORT**

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## *I. INTRODUCTION*

The Los Angeles County Energy Program (“LACEP” or “Program”) is intended to help property owners make capital investments in distributed generation renewable energy sources and energy efficiency and water efficiency improvements (collectively known as “Improvements”) that will provide long-term benefits and reduced energy bills. The Program will provide a financing mechanism for the Improvements through an assessment contract (the “Assessment Contract”) between the County of Los Angeles (the “County”) and the property owner, pursuant to which the County will disburse a specified amount to the property owner. The property owner will pay contractual assessments levied against the property through annual installments on the property tax bill. If the owner sells the subject property prior to full repayment of the assessment, the repayment obligation remains a lien on the subject property. The County intends to finance the Program in part by issuing (or causing to be issued) bonds payable from contractual assessment revenues. Participation in the Program is completely voluntary and property taxes for non-participating property owners are unaffected by the Program.

This Program Report (“Report”) is prepared pursuant to Section 5898.22 of Chapter 29 of the California Streets and Highways Code (“Chapter 29”) in connection the establishment of LACEP. It includes the following:

- 1) A map showing the boundaries of the Program - the territory within which contractual assessments are proposed to be offered. See Appendix A attached hereto.
- 2) A draft Assessment Contract specifying the terms and conditions that would be applicable to the property owner and the County. See Appendix C attached hereto.
- 3) A statement of County policies concerning voluntary contractual assessments, including all of the following:
  - Identification of the types of facilities, distributed generation renewable energy sources, or energy or water efficiency improvements that may be financed through the use of contractual assessments.
  - Identification of one or more County officials authorized to enter into voluntary contractual assessments on behalf of the County.
  - A maximum aggregate dollar amount of voluntary contractual assessments.
- 4) A method for establishing priority order among the requests from property owners for financing through LACEP.
- 5) A financing plan for raising capital.
- 6) A report on the results of consultations with the County Auditor-Controller concerning the additional fees, if any, that will be charged for incorporating the proposed voluntary contractual assessments into the general taxes of the County on real property, and a plan for financing the payment of those fees.

### *Background*

Widespread implementation of distributed generation renewable energy sources and energy efficiency and water efficiency measures in existing buildings within the County will help the State of California (“State”) reach the greenhouse gas reduction goals set forth under State Assembly Bill 32 (“AB 32”) and help the County and surrounding cities achieve their own targeted reductions. Participating property owners can help to achieve greenhouse gas reductions, reduce water and energy use, and save money by investing in these measures.

Chapter 29 authorizes various public agencies, including counties and cities, to designate areas within which free and willing property owners can enter into contractual assessments to finance the installation of Improvements that are permanently fixed to residential, commercial, industrial, agriculture or other real property. LACEP is the voluntary contractual assessment program developed by the County pursuant to

Chapter 29. Any assessments and liens under LACEP are levied only with the consent of free and willing owners of the property on which Improvements are to be made. The Program will provide financing for qualifying property owners within the County to install Improvements pursuant to the terms and conditions of the Assessment Contracts. Property owners will pay contractual assessments levied against their property in installments on their property tax bills. Each contractual assessment is tied directly to the applicable property and any unpaid amount at sale or other disposition of the property will remain on the property and become the responsibility of the subsequent owner.

### *Program Benefits*

LACEP is intended to provide multiple benefits, including the potential for reduced utility bills for participating property owners. LACEP also offers a means of financing Improvements with a lower equity contribution than may be required in a conventional financing and establishes a loan obligation that is attached to the property and not to the individual borrower. The financing is intended to be competitive with conventional fixed-rate loans and provide for a streamlined financing and repayment process. All available State, utility or other energy efficiency, water efficiency or renewable energy rebates, incentives and all State and federal tax credits remain available to the property owner in connection with the Improvements (subject to applicable rules, restrictions, regulations and the current status of programs administered by other such entities), unless otherwise specified.

Incorporated cities may participate in LACEP without incurring the costs of forming separate programs because LACEP's geographical boundary is coterminous with the County's boundaries and includes, subject to such cities' approval of participation in LACEP, all 88 incorporated cities. Having a single program available to all residents of the County is anticipated to increase participation by eliminating confusion for residents in finding the appropriate program. Cities may join LACEP by adopting a resolution allowing property owners in their respective jurisdictions to apply for financing and implement Improvements under LACEP.

The Program seeks to mitigate long-term regional greenhouse gas production through the reduction of energy usage from traditional utility sources and help the County and participating cities satisfy the State's greenhouse gas reduction goals under AB 32. When it was signed into law in 2006, AB 32 established statewide goals for the reduction of greenhouse gas emissions and may yet require counties and cities to adopt regional greenhouse gas emission limits similar to the statewide target of achieving 1990 levels of greenhouse gas emissions by 2020. To the extent permitted by law, the County will hold and retain any carbon credits, offsets, carbon cap allocations, or other benefits attributable to the Improvements financed by LACEP. It is the intention of the County to apply any benefits resulting from such carbon credits to the furtherance of LACEP.

LACEP has the potential to provide a significant industry shift in the region towards an energy efficiency, water efficiency and renewable energy economy. LACEP aims to be a catalyst in spurring a new "green" economy in the County by supporting energy project inspection and installation jobs, job training and workforce development, local manufacturing and distribution, research and development, and marketing and outreach.

For the first few years of the Program, American Recovery and Reinvestment Act ("ARRA") grants will be used to partially fund LACEP. By the end of the ARRA funding term in 2012, LACEP seeks to achieve the following goals:

1. Retrofit 15,000 single-family homes with a 20% average energy reduction.
2. Create 1,600 home energy retrofit jobs and 1,000 ancillary jobs.
3. Reduce annual purchased energy consumption in retrofitted homes by an aggregate 150 billion British Thermal Units and \$2 million in utility charges per year.
4. Reduce the County's annual greenhouse gas emissions attributable to energy consumption in its existing housing stock by 20,000 tons of carbon dioxide.

The benefits to both the regional economy and the environment are expected to increase once individual cities join LACEP, as the above forecasts are quantified solely for unincorporated areas of the County.

### *Program Administration*

The Program will be governed by the Board of Supervisors of the County of Los Angeles, which will approve the Program parameters, approve the issuance of bonds, and delegate authority to authorized officers to administer the Program.

The Director of the County's Internal Services Department will serve as the Program Administrator and will provide day-to-day management of the Program, including design, implementation, and administration. The authority to approve and enter into individual Assessment Contracts will be delegated by the Board of Supervisors to the Program Administrator.

The County Office of Sustainability ("COS"), within the Internal Services Department, and the Program Administrator will manage all Program activities, including, but not limited to, the following:

- Marketing and community outreach;
- Energy surveys and technical support for individual projects;
- Customer service, including question and answer support to interested Program participants;
- Assisting in project development;
- Processing Program applications;
- Managing and tracking funds available for financing Improvements;
- Managing and tracking progress of the Improvements and financing therefor;
- Tracking individual and collective energy and greenhouse gas benefits;
- Integrating LACEP with other County, State, utility and regional rebate/incentive programs;
- Working and coordinating with participating cities and other jurisdictions;
- Providing information on local and regional environmental programs; and
- Reporting progress and expenditures according to mandated reporting methods applicable to appropriated funds, including amounts received pursuant to ARRA.

These activities are intended to provide quality Program design, administration and implementation for qualifying property owners who may otherwise be unable to finance and install the Improvements.

### *Program Duration*

Unless otherwise directed by the Board of Supervisors, the Program will continue as long as there is sufficient demand and funding for the Improvements.

## ***II. PROGRAM REQUIREMENTS***

### *Geographic Parameters and Participating City Requirements*

LACEP is available in the unincorporated areas of the County immediately upon establishment of the Program by the Board of Supervisors. Cities within the County may join LACEP and make assessment financing available to qualifying property owners located within their city's boundaries. Anytime after the County's establishment of the Program, a city's legislative body may adopt a resolution requesting inclusion in the County Program. Pursuant to such resolution to participate in the Program, the city will find and declare that the properties in the city's incorporated area will benefit from participation. Further, the city's resolution will authorize the County to set the terms of LACEP, implement the Program, and take action necessary for financing the Improvements.



Participation in LACEP offers cities and their property owners the following advantages:

- An opportunity to save money through energy and water efficiency improvements;
- The ability to take advantage of substantial financial incentives and rebates from multiple sources;
- A financing mechanism that establishes an obligation that remains attached to the property; and
- Job creation and stimulation of the economy.

Cities may elect to withdraw from participation in LACEP by adopting a resolution terminating their involvement. If a participating city elects to withdraw from LACEP, no future assessment financing will be made in that city, but assessment obligations made previous to the city's termination will remain in effect. A map showing the Proposed Program boundaries is attached in Appendix A.

### *Eligible Owners and Properties*

All owners of improved real property within participating areas are eligible to submit an application for LACEP. Qualifying property owners may be individuals, associations, business entities, cooperatives and any owner who pays real property taxes. At this time, financing through LACEP is not available for properties that are not subject to property taxes, such as governmental entities and certain non-profit corporations.

To protect the Program from defaults and to improve access to the capital markets, property owners must meet the following minimum requirements to qualify for financing:

- Property is located within Los Angeles County, and if within the boundaries of a city, the city has adopted a resolution to join the Program;
- Applicant is the legal owner of the property;
- All legal owners of the property agree to participate in the Program;
- The property is not subject to involuntary liens as set forth in the Assessment Contract or any other Program document;
- Property taxes and assessments are current on the property and have not been delinquent for a period up to 5 years (or since the date of the most recent transfer if less than 5 years);
- Property owner certifies that he/she is not in bankruptcy and the property is not an asset in a bankruptcy proceeding;
- Property owner certifies that he/she has not declared bankruptcy within the last 10 years;
- Property owner certifies and demonstrates that he/she is current on his/her mortgage, has not defaulted on the deed(s) of trust and can legally enter into the Program;
- Improvement costs are reasonable to property value. Property must meet a minimum value-to-lien ratio<sup>1</sup>;
- Property must meet a positive equity test and not exceed a maximum loan-to-value<sup>2</sup> ratio; and
- Property is subject to the appropriate jurisdiction's (County, city, or town) permitting and inspections and all other applicable federal, State, and local codes and regulations.

Property owners may submit more than one application for funding under the Program if additional Improvements are desired by the owner. However, all existing criteria must be met at the time of each new application. Valuation of the property will reflect either the assessed value or the market value as determined by using established industry approved methodologies. Costs for the scope of work will be based on contractor estimates, quotes provided by the property owner, and general industry standards. Additional due diligence or underwriting criteria may be required for the financing of large projects.

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<sup>1</sup> Value of the property divided by the amount of the contractual assessment.

<sup>2</sup> Aggregate total of all liens secured by real estate mortgages on the property divided by the value of the property.

The Program Administrator may exercise discretion in determining eligibility and any additional criteria required for financing Improvements. Furthermore, the minimum eligibility requirements provided in this Report are subject to change pursuant to the future financing needs of the Program.

### Eligible Improvements

The Program provides property owners the opportunity to take advantage of a wide range of Improvements, subject to the following provisions:

- The Program will only finance distributed generation renewable energy sources and energy efficiency and water efficiency measures that are permanently fixed to the property.
- Property owners who elect to engage in broader retrofit projects (such as residential or nonresidential remodeling) will only be provided financing for costs associated with Improvements available under the Program.
- The Program is intended to finance the replacement of working, inefficient equipment and building materials and the installation of new equipment and building materials that reduce energy consumption (beyond that required by existing, applicable building codes), produce renewable energy, or reduce energy in connection with water usage. The Program will also make financing available for purchasers of residential, commercial or industrial properties who wish to add Improvements after transfer of title is complete.
- Property owners are responsible for the Improvements installed on their property. Property owners must address performance and other system-related issues directly with the installer in accordance with the terms of their contract with the installer. Property owners are responsible for maintenance and repair of the Improvements.

Examples of Improvements available for financing under LACEP are provided in Appendix B.

### Eligible Costs

Eligible costs of the Improvements include the cost of surveys and audits, permits<sup>3</sup> and inspections, equipment, installation from licensed, approved professionals, and follow-up inspections. Installation costs may include, but are not limited to, energy audit consultations, labor, design, drafting, engineering, permit fees, and inspection charges. A qualified contractor of the property owner's choice can be selected to complete installation of Improvements.

For each property, the Program Administrator will determine whether the estimated equipment and installation costs are reasonable. The Program Administrator will evaluate market conditions and may require the property owner to provide additional bids to determine whether costs are reasonable. While the property owner will be able to choose the contractor of his/her choice, the amount eligible for the LACEP financing may be limited to the amount deemed reasonable by the Program Administrator. Projects that exceed a certain size and dollar amount may be subject to additional review.

## ***III. PROGRAM FINANCING***

### Strategy to Raise Capital

The County intends to raise capital for the Program through one or more of the following financing arrangements:

- Issuing or causing the issuance of bonds pursuant to Section 5898.28 of the Streets and Highways Code, the principal and interest of which will be repaid from contractual assessments;

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<sup>3</sup> All Improvements that require permits will be required to obtain such a permit from the local jurisdiction. Final inspection will ensure that the Improvements were completed.

- Advancement of certain County funds or funds held by the County Treasurer and Tax Collector, which will be repaid through contractual assessments or reimbursed from proceeds of a debt issuance;
- Application of funds received pursuant to federal and State programs and available for LACEP financing purposes;
- Issuing debt or entering into loan arrangements to fund the Improvements; and
- Private or owner-arranged financing.

To the extent that the County issues debt, it is expected to include a debt service reserve fund in the amount sufficient to enhance the marketability of the debt. The proceeds of the debt issuance will be applied to cover the costs of Improvements, fund the debt service reserve fund, and pay costs of issuance of the debt. The County may also pursue other financing options not listed above should such options benefit the ongoing viability of the Program.

### **The Energy Fund**

The County will create a special fund, the Energy Fund ("Fund"), which will hold contractual assessments revenues received pursuant to the Assessment Contracts. Moneys in the Fund shall be used to make payments on debt issued by or on behalf of the County, fund certain administrative costs of the Program, replenish the debt service reserve fund, if required, and repay funds advanced by the County. Amounts in the Fund may also be used to finance additional Improvements secured by contractual assessments and any other reasonable activity needed to advance the Program. Payment of the contractual assessments will be made pursuant to Assessment Contracts between the property owner and the County.

### **Maximum Aggregate Contractual Assessment**

The County is authorized to enter into up to \$1.0 billion in aggregate dollar amount of voluntary contractual assessments. The County will coordinate the timing and issuance of debt with the goal of providing the lowest possible interest rate to qualifying property owners and maintaining the long-term financial viability of the Program.

### **Administrative Costs/Application Fee**

The County will offer the Program as an additional County service that will help property owners achieve reductions on their energy bills and other environmental goals, while helping the County achieve its own environmental goals. The County will be responsible for:

- Development and operation of LACEP;
- Acquisition of LACEP financing;
- Overall reporting of Program status and goals, including reports to financing agencies, regulators, and stakeholders;
- Overall structure and enforcement of Program governance; and
- Management and administration of LACEP consultants needed to perform services under the Program.

Certain administrative costs are anticipated in connection with the aforementioned responsibilities. All or a portion of such administrative costs may be financed through the interest component of the contractual assessment. The Program may also assign direct fees or charges to property owners for certain services provided during the process of securing an Assessment Contract. The County will recover a portion of these initial administrative costs through a one-time application fee.

### Maximum Disbursement Amounts

The County will set a maximum disbursement amount for individual properties under the Assessment Contract. Where possible, the actual amount disbursed to a participating property owner pursuant to an Assessment Contract will equal the actual cost of Improvements. In the event that the final cost of Improvements exceeds the agreed upon maximum disbursement amount, the property owner will be solely responsible for the payment of excess costs incurred to complete the Improvements.

### Single and Multiple Disbursements

Most disbursements will be delivered to property owners in a single payment upon completion of the Improvements. However, upon Program Administrator approval, some projects may qualify for multiple disbursements, which will allow for one or more payments to be made prior to project completion.

### Assessment Interest Rate

The County will set a maximum interest rate for individual properties under the Assessment Contract. The final interest rate will be determined such that the total amount of contractual assessment payments (principal and interest) will be sufficient to repay the debt issued to finance the Improvements, pay the financing costs of such debt issuance, finance a debt service reserve fund with respect to such debt and fund eligible administrative costs so that the Program remains financially viable. The County Treasurer and Tax Collector, in conjunction with the Program Administrator, will determine individual contractual assessment interest rates. Under no circumstances will the interest rate exceed the maximum rate allowed by law.

### Annual Administrative Assessment; Consultation with County Auditor-Controller

LACEP reserves the right to charge an Annual Administrative Assessment to cover costs incurred by the County for the ordinary and necessary costs of administering the levy and collection of the contractual assessments and all other administrative costs and incidental expenses related to the debt to be issued. Separate from any application fee or administrative cost recovered through amounts paid on the contractual assessment interest rate, the Annual Administrative Assessment will be collected in the same manner as the contractual assessment and may be adjusted annually to reflect changes in costs. The County Auditor-Controller has been consulted regarding any fees resulting from the incorporation of the contractual assessments into the general taxes of the County on real property. It has been determined that any such fees shall be collected pursuant to the Annual Administrative Assessment.

### Assessment Term

The term of the contractual assessments will be no greater than the expected useful life of the Improvements for each individual Assessment Contract. In no event will the term of any contractual assessment exceed the maximum term allowed by law. The term of each contractual assessment will be set under the Assessment Contract.

### Assessment Collection and Default

The contractual assessments will be collected in the same manner and at the same time as the general property taxes of the County. The contractual assessments are subject to the same penalties, remedies, and lien priorities in the event of delinquency and default. If any contractual assessment becomes delinquent and property taxes remain unpaid, the County shall have the right to initiate foreclosure proceedings on the subject property. The LACEP foreclosure policy will be developed in connection with future financing arrangements and will take into consideration any required covenants associated with a bond issuance.

### *Rebates and Incentives*

Financing through the Program may coincide with current and future distributed generation renewable energy, energy efficiency and water efficiency financial incentives available from utility providers as well as local, State, federal, and other agencies. The value of expected rebates and incentives will be factored into the financing available to the property owner. The Program will advise, and may require that, participants apply for any and all applicable rebates and incentives available at the time of financing. References to rebates and financial incentives in this Report do not include income tax rebates.

### *Financing Process*

The process for property owners to receive financing through LACEP is designed to be helpful, transparent, and straightforward. Presented below are the general procedures for the application, funding, and repayment process:

- **Education.** Property owners may access a variety of resources to learn about the Program, the financing terms, and other details. These resources may include a Program website, service centers staffed to assist property owners, and information made available at community events.
- **Application.** Property owners may apply for a funding reservation from LACEP and pay a non-refundable application fee. Applications must include a proposed project (scope of work) and a contractor bid.
- **Review and Approval.** The Program Administrator will approve an application only after confirming that the applicant and proposed project satisfy the underwriting criteria and other Program requirements.
- **Reservation of Funds.** Once the application is approved, the Program Administrator and the property owner will enter into the Assessment Contract. At this point in time, a maximum disbursement amount, loan term, and maximum interest rate will be set. The property owner will also agree to the terms and conditions of the Assessment Contract. The Program Administrator will provide assessment information to the County and an assessment lien will be filed with the County Registrar-Recorder.
- **Installation.** The property owner will receive a notice to proceed with the Improvements. A qualified installer must complete the installation of authorized Improvements on the property within the required timeframe after receiving the notice. In some cases, the Program Administrator in his/her sole discretion may grant a time extension.
- **Evidence of Compliance/ Disbursement of Funds.** The County is not obligated to disburse funds unless and until each of the requirements set forth under the Assessment Contract are satisfied or waived by the Program Administrator. Upon satisfaction of the above, the Program Administrator will release funds to the property owner in the amount of the actual cost of Improvements, but not exceeding the maximum disbursement amount set forth in the Assessment Contract. At this time, the Program Administrator will notify the property owner of the actual interest rate and amount of the contractual assessment.
- **Repayment.** After the release of funds, the County will place the assessment on the property tax roll for the tax year immediately following the disbursement date. The property owner will be expected to pay the contractual assessment installments in the amounts and at the times specified in the Assessment Contract. Prepayment of the contractual assessment will be permitted, however, penalties may apply. Any applicable penalties resulting from prepayment will be set forth in the Assessment Contract.

### **Priority of Funding**

Applications from property owners for financing will be given priority based on the date on which the application is approved. If a request from a property owner for financing would cause LACEP to exceed the maximum amount of contractual assessments for the Program, then that application will be ineligible for financing. The Program Administrator shall retain the authority to grant exceptions to the priority status of individual applications.

### **Property Owner Financial Responsibilities**

The following types of costs are examples of those that will be the responsibility of the property owner and will not be financed through the Program:

- Application fee;
- If applicable, title insurance and property insurance costs;
- Late payment fees;
- If applicable, costs associated with compliance with the California Environmental Quality Act; and
- Costs associated with repairs and maintenance of the Improvements.

## ***IV. CHANGES TO THE PROGRAM REPORT***

The Program Administrator may make changes to this Report that he/she reasonably determines are necessary to clarify its provisions. Any changes made to this Report that materially modify the LACEP shall only be made after approval by the Board of Supervisors.

The Program Administrator may modify the schedule of eligible Improvements attached as Appendix B and the draft Assessment Contract attached as Appendix C as deemed necessary or desirable to effectuate the intent of the Program.





## ***Appendix B: Eligible Improvements***

Eligible improvements will include, but are not limited to, the following types of Improvements, subject to approval by the Program Administrator:

### ***Energy Efficiency Improvements***

- Air sealing
- Duct sealing and weather stripping
- Attic, duct, floor, roof and wall insulation
- Hot water system insulation
- Fans (Bathroom, ceiling, whole house)
- Energy efficient pool pumps
- HVAC systems
- Programmable thermostats and energy management systems
- Light fixtures
- Energy Star cool roof
- Radiant barriers
- Windows, doors, skylights
- Window film

### ***Water Efficiency Improvements***

- Hot water heater
- On-demand water recirculation control pump
- High-efficiency toilets and urinals
- Showerheads and aerators
- Smart irrigation/ Water efficient landscaping
- Rainwater harvesting system
- Grey water system

### ***Distributed Generation Renewable Energy Improvements***

- Solar hot water heating systems
- Solar thermal installation
- Solar space heating
- Photovoltaic systems
- Wind energy systems
- Fuel cell power systems



## ***Appendix C: Draft Assessment Contract***

(See attached.)

## LOS ANGELES COUNTY ENERGY PROGRAM

### ASSESSMENT CONTRACT

This Assessment Contract (this “Contract”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the “County”), and \_\_\_\_\_ and \_\_\_\_\_ (collectively, the “Owner”).

WHEREAS, the County has established the Los Angeles County Energy Program (“LACEP”) pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the “Act”), in connection with which the County may levy assessments against developed properties in the County, with the free and willing consent of the owners of the properties, to finance the acquisition and construction on and installation in the assessed properties of certain qualifying renewable energy systems and energy and water efficiency improvements.

WHEREAS, the Owner has reviewed the Program participant handbook attached as Exhibit A hereto (the “Participant Handbook”) and submitted an application to participate in LACEP (the “Application”; together with Participant Handbook and this Contract, the “Contract Documents”) to finance the acquisition, construction and installation of the renewable energy systems, energy efficient improvements and/or water efficiency improvements described in Exhibit B attached hereto (the “Improvements”) on that certain real property of the Owner described in Exhibit C attached hereto (the “Property”) and the County has approved such Application.

WHEREAS, the County may fund LACEP through a number of financing mechanisms, including with proceeds of bonds to be issued by the County, with proceeds of loans derived from bonds issued by the Los Angeles County Public Works Financing Authority (the “Authority”) and from amounts to be advanced through available funds of the County.

WHEREAS, the County wishes to provide for the terms and conditions pursuant to which the Owner will participate in LACEP and pay assessments to finance the Improvements hereunder.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### 1. Financing Terms

(a) Disbursement Amount; Maximum Disbursement Amount. Subject to the conditions set forth herein, the County agrees to disburse moneys to the Owner in the amount of the actual cost of the Improvements (the “Disbursement Amount”); provided the Disbursement

Amount shall not exceed the maximum amount set forth in Exhibit B hereto (the “Maximum Disbursement”). LACEP Program Administrator (the “Program Administrator”) shall determine the Disbursement Amount on the basis of the best available written evidence of the actual cost of the Improvements and in the exercise of the Program Administrator’s reasonable judgment. The Owner agrees to complete the Improvements. The Owner agrees to pay for and shall be solely responsible for the payment of all costs to complete the Improvements described in the Application which exceed the Maximum Disbursement.

(b) Repayment by Owner.

(i) Assessment. In consideration of the disbursement of the Disbursement Amount, the Owner shall pay to the County an amount equal to the Disbursement Amount, certain financing costs, including any capitalized LACEP administrative expenses, and the interest accrued thereon. Such amounts shall be repaid by the Owner to the County by the payment of an aggregate assessment levied against the Property pursuant to Section 5898.30 of the Streets and Highway Code of the State of California (the “Assessment”) without deduction or offset for any amounts the Owner may claim due to it by the County, all as set forth in Exhibit B attached hereto.

(ii) Interest on Assessment. Interest shall be payable in installments, computed on the basis of a 360-day year, and shall accrue on the unpaid Assessment from [the date of this contract<sup>1</sup>][the date any portion of the Disbursement Amount is disbursed to the Owner] at the rate determined by the Program Administrator in his/her sole discretion at the time of disbursement or final disbursement, as applicable, of the Disbursement Amount. The maximum interest rate applicable to the unpaid Assessment and the interest installments therefor are set forth in Exhibit B hereto. The Program Administrator will give notice to the Owner of the interest rate applicable to the unpaid Assessment and the related interest installments as soon as practicable after its determination, which notice will be substantially in the form attached as Exhibit D hereto (the “Notice of Interest Rate and Payment Schedule”).

(iii) Annual Administrative Assessment. The Owner shall pay to the County, without deduction or offset, an annual assessment levied against the Property to pay costs incurred by the County in connection with the administration and collection of the Assessment, the administration or registration of any associated bonds, securities or other financing arrangements, and the administration of any reserve fund or other related funds (the “Annual Administrative Assessment”). The Annual Administrative Assessment shall not exceed the amount set forth in Exhibit B hereto and may be changed from time to time by the Program Administrator, in his sole discretion, subject to the maximum Annual Administrative Assessment.

(iv) Financing Costs in the Event of Noncompletion. If the Owner fails to install the Improvements in compliance with LACEP requirements following execution of this Assessment Contract, the Owner shall pay for all expenses incurred by the County

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<sup>1</sup> In the case of a County financing with accrued interest.

or any of its agents in connection with levying or removing the assessments hereunder and financing the Improvements, including costs relating to the redemption of bonds issued to finance the Improvements.

(c) Prepayment. The Owner may prepay the Assessment in whole and in part by paying all or a part of the principal amount owing on the Assessment, plus the applicable prepayment premium set forth in Exhibit B hereto, and accrued interest. Interest on the Assessment may accrue until the next available redemption date for any bonds or other evidences of indebtedness, or other financial arrangements entered into by the County pursuant to LACEP which financed the Assessment in whole or in part. Such redemption date shall not exceed \_\_\_\_ (\_\_) days from the date of prepayment of the Assessment. The Owner shall notify the Program Administrator in writing of the Owner's determination to prepay the Assessment at least \_\_\_\_ (\_\_) business days prior to the date the Owner intends to prepay the Assessment.

(d) Term of Contract. The term of this Contract shall be as set forth in Exhibit B hereto, commencing upon the execution hereof and ending on the date the Assessment and any applicable penalties, costs, fees, and charges have been paid in full; provided, however, the estimated payment schedule may be adjusted as provided in this Section 1. The initial amount of each Assessment and Annual Administrative Assessment installment that will be levied is set forth in Exhibit B attached hereto. The amount of each Assessment and Annual Administrative Assessment installment that will be levied each year, as adjusted to reflect the applicable interest rate determined by the Program Administrator but excluding any penalties that may accrue, is set forth in Exhibit D attached hereto.

## **2. Lien of Assessment and Annual Administrative Assessment; Special Benefit.**

(a) Lien Against Property. The execution of this Contract by the parties constitutes the levy of the Assessment and the Annual Administrative Assessment by the Board of Supervisors against the Property without any further action required by the parties. The Owner consents to the levy of the Assessment and the Annual Administrative Assessment, including each installment thereof and any interest and penalties that accrue with respect thereto, on and recordation of a lien against the Property and agrees that, upon the execution of this Contract by the parties, the Property shall be subject to the Assessment and the Annual Administrative Assessment in accordance with and pursuant to this Contract, the Act and applicable law.

(b) Notice of Assessment; Notice of Payment of Contractual Assessment Required. Upon execution of this Contract, the County will execute and cause to be recorded in the Office of the Registrar-Recorder/County Clerk a notice of assessment substantially in the form attached as Exhibit E hereto (the "Notice of Assessment") and a document entitled "Payment of Contractual Assessment Required" substantially in the form attached as Exhibit F hereto (the "Notice of Payment of Contractual Assessment Required"). Upon recordation of the Notice of Assessment in the Office of the Registrar-Recorder/County Clerk, the Assessment and the Annual Administrative Assessment, including each installment thereof and any interest and penalties that accrue with respect to the Assessment and the Annual Administrative Assessment, shall constitute a lien upon the Property until paid. The Notice of Assessment and Notice of Payment of Contractual Assessment Required, as recorded, shall initially reflect the Assessment as set forth in Exhibit B. Following the County's final disbursement of the Disbursement

Amount pursuant to Section 6 hereof, the Assessment shall equal the amount set forth in Exhibit D and the Notice of Assessment and Notice of Payment of Contractual Assessment Required will be supplemented accordingly.

(c) Priority of Lien. The lien of the Assessment and the Annual Administrative Assessment shall be coequal to and independent of the lien for general taxes and prior and superior to all liens, claims and encumbrances on or against the Property except (i) the lien for general taxes or ad valorem assessments in the nature of and collected as taxes levied by the State of California or any county, city, special district or other local agency, (ii) the lien of any special assessment or assessments the lien date of which is prior in time to the lien date of the Assessment and the Annual Administrative Assessment, (iii) easements constituting servitudes upon or burdens to the Property, (iv) water rights, the record title to which is held separately from the title to the Property and (v) restrictions of record.

(d) Special Benefit to Property.

(i) Acknowledgement. The Owner expressly acknowledges that the Improvements confer a special benefit to the Property in an amount at least equal to the Assessment.

(ii) Waiver of Provisions Other Than Those of the Act. The Owner expressly waives to the fullest extent permitted by law the notice, protest and hearing procedures and provisions of any applicable law other than the Act with respect to the levy and collection of the Assessment and the Annual Administrative Assessment, as described in Section 2 and Section 3, respectively, hereof.

### **3. Collection of Amounts Due; Failure to Pay.**

(a) Collection through Property Tax Bill. Annual installments of the Assessment and the Annual Administrative Assessment shall be collected on the property tax bill pertaining to the Property. The annual proportion of the Assessment and the Annual Administrative Assessment coming due in any year shall be payable in the same manner, at the same time and in the same installments as the general taxes of the County on real property are payable, and the assessment installments shall be payable and become delinquent at the same times and the same proportionate amounts and shall bear the same penalties and interest after delinquency, and be subject to the same provisions for redemption and sale, as the general taxes on real property of the County.

(b) Failure to Pay. Failure to pay any installment of the Assessment and the Annual Administrative Assessment, including interest and penalties with respect thereto, shall result in the accrual of penalties and interest on the amounts due and may result in the foreclosure of the lien of the Assessment and the Annual Administrative Assessment, as described in Section 13(e) hereof and provided by law. Except as provided in Government Code Section 53936, the liens of the Assessment and the Annual Administrative Assessment are not subject to extinguishment by judicial foreclosure or the sale of the Property on account of the nonpayment of any taxes.

4. **Commencement and Completion of Improvements.**

(a) **Consent and Authorization.** Upon the availability of funding under LACEP, the Program Administrator will give to the Owner a notice to proceed in the form of Exhibit G hereto (the "Notice to Proceed"), which notice shall constitute consent and authorization pursuant to Section 5898.21 of the Act for the Owner to purchase directly the related equipment and materials for the Improvements and to contract directly for the construction on and/or installation in the Property of the Improvements. The Owner bears the risk of any costs of the Improvements incurred prior to receipt of the Notice to Proceed. The Owner may perform the construction and/or installation on the Property provided that the Owner is deemed a qualified installer by the Program Administrator in his/her sole discretion in accordance with the Participant Handbook.

(b) **Date of Completion of the Improvements.** Subject to Section 13(g) hereof, the Owner agrees to complete installation of the Improvements no later than \_\_\_ days after the date of the Notice to Proceed of this Contract. The Owner and the Program Administrator may agree to an extension of this completion date for good cause shown, but in no event shall the completion date be more than one year from the date of the Notice to Proceed.

5. **Use of Proceeds.**

The Owner shall use the Disbursement Amount for the sole purpose of paying for the reasonable costs and expenses of the Improvements on the Property, and in connection therewith the Owner shall comply with all requirements set forth in the Contract Documents.

6. **Conditions Precedent to Disbursement of Funds**

(a) **Conditions Precedent to Disbursement of Funds.** Notwithstanding anything to the contrary contained herein, the County shall have no obligation to disburse funds to the Owner unless and until each of the requirements set forth under "\_\_\_\_\_" of the Participant Handbook and the following conditions are satisfied, or any such requirement or condition is expressly waived by the Program Administrator:

- (i) With respect to the initial disbursement:
  - (A) The Program Administrator shall have received a written request to disburse the Disbursement Amount.
  - (B) The Owner has executed and delivered to the Program Administrator the Contract Documents and such other declarations, certifications, documents or instruments pertaining to the Disbursement Amount or the Improvements as the Program Administrator may require.
  - (C) The Owner will, within \_\_\_\_\_ (\_\_) days of presentation by the Program Administrator, execute any and all documents or instruments required by the Contract Documents in connection with the disbursement of funds to the Owner.

(D) If the Property is a commercial property, the Owner shall have provided all applicable lenders the Notice of Proposed Contractual Assessment set forth as Exhibit H to this Contract and received an executed copy of the Certificate of Lender set forth as Exhibit I to this contract. In addition, the Owner shall have received from the Program Administrator, at the expense of the Owner, a determination that the Improvements to be financed hereunder (a) are within one or more classes of projects exempt from the California Environmental Quality Act (commencing with Section 21000 et seq. of the California Public Resources Code, "CEQA") pursuant to Sections 15301, 15302 or 15303 of the California Public Resources Code, (b) are the appropriate subject of a negative declaration pursuant to CEQA, in which case a negative declaration to that effect will be adopted pursuant to Section 21080 et seq. of the California Public Resources Code and Section 15070 et seq. of the California Code of Regulations, or (c), is the appropriate subject of an environmental impact report pursuant to CEQA, in which case an environmental impact report shall be prepared and certified and amounts hereunder shall be disbursed only if the Improvements are subsequently approved in accordance with CEQA.

(ii) With respect to the second and final disbursement:

- (A) The Program Administrator shall have received a copy of a finalized permit issued by the building inspection department of the jurisdiction within which the Property is located, if applicable.
- (B) The Program Administrator shall have received a written certification from the Owner and the contractor(s) that installed or constructed the Improvements, if any, stating that the Improvements for which disbursement is requested is complete and setting forth the actual cost of the Improvements (exclusive of any cost attributable to labor performed by the Owner pursuant to the terms and conditions of this Contract and the other Contract Documents). Such certification shall be in form and substance acceptable to the Program Administrator.
- (C) If an inspection is required, an inspection of the Improvements and a determination by the applicable agency, authority or entity that the Improvements have been completed in full compliance with the requirements of applicable law or that any noncompliance has been waived.
- (D) No stop payment or mechanic's lien notices pertaining to the Improvements has been filed and remain in effect as of the date of disbursement of the Disbursement Amount.

(E) [If the Property is a commercial property, the Program Administrator shall have received a title insurance policy in form and substance acceptable to the Program Administrator in the Disbursement Amount and insuring the lien of the Assessment.]

(iii) With respect to each of disbursement:

(A) As of the date of disbursement of the Disbursement Amount the representations of the Owner contained in the Contract Documents are true and correct, and no Default (as defined in Section 13(a) below) shall have occurred and be continuing.

(B) The Program Administrator shall have received such other documents and instruments as the Program Administrator may require, including but not limited to, if applicable, the sworn statements of contractor(s) or the Owner, if construction and/or installation is performed by the Owner in his/her capacity as a qualified installer pursuant to the Contract Documents, and releases or waivers of lien, all in compliance with the requirements of applicable law.

(iv) If there shall be a single disbursement under this Assessment Contract, all conditions under (i) through (iii) shall be satisfied by the Owner or waived by the Program Administrator prior to disbursement.

(b) Disbursement by County. Upon satisfaction or waiver of the conditions described in paragraph (a), above, the County will disburse funds to the Owner [as soon as practicable.] The Owner expressly waives the 30-day payment period provided by Section 10403 of the Streets and Highways Code.

## **7. Representations and Warranties of the Owner.**

For purposes of entering into this Contract, the County has relied upon the declarations, warranties and covenants of the Owner in this Contract and in the Application, which are incorporated into this Contract as if fully set forth herein. The Owner promises that each representation and warranty set forth herein is true, accurate and complete as of the date of this Contract. By accepting the disbursement, the Owner shall be deemed to have reaffirmed each and every representation and warranty made by the Owner in this Contract and in the Application as of the date of disbursement. If the Owner is comprised of the trustees of a trust, the following representations shall also pertain to the trustor(s) of the trust.

(a) Formation; Authority. If the Owner is anything other than a natural person, it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business, and is in good standing in each State in which it conducts its business. The Owner is the owner of the Property and is authorized to execute, deliver and perform its obligations under the Contract Documents, and all other documents and instruments delivered by the Owner to the County in connection therewith. The Contract Documents have been duly executed and delivered by the Owner and are valid and binding upon and enforceable against the



Owner in accordance with their terms, and no consent or approval of any third party, which has not been previously obtained by the Owner is required for the Owner's execution thereof or the performance of its obligations contained therein.

(b) Compliance with Law. Neither the Owner nor the Property is in violation of, and the terms and provisions of the Contract Documents do not conflict with, any regulation or ordinance, any order of any court or governmental entity, or any building restrictions or governmental requirements affecting the Owner or the Property.

(c) No Violation. The terms and provisions of the Contract Documents, the execution and delivery of the Contract Documents by the Owner, and the performance by the Owner of its obligations contained in the Contract, will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument by which the Owner or the Property is bound.

(d) Other Information. All reports, documents, instruments, information and forms of evidence which have been delivered to the County in connection with the Owner's application for LACEP funding are accurate, correct and sufficiently complete to give the County true and accurate knowledge of their subject matter.

(e) Litigation. There is no litigation, tax claims, actions, proceedings, investigations or other disputes pending or threatened against the Owner or the Property which may impair the Owner's ability to perform its obligations hereunder, or which may impair the County's ability to levy and collect the Assessment and the Annual Administrative Assessment.

(f) No Event of Default. There is no event which is, or with notice or lapse of time or both would be, a Default under this Contract.

## 8. Covenants of the Owner.

The Owner agrees and covenants to each of the following:

(a) Installation and Maintenance of Improvements. The Owner shall, or shall cause its contractor(s) to, promptly commence the Improvements and diligently continue to completion in a good and workmanlike manner and in accordance with sound construction and installation practices. The Owner shall maintain the Improvements in good condition and repair.

(b) Reports. If the Disbursement Amount is disbursed in more than one installment, the Owner agrees, upon the request of the Program Administrator, to promptly deliver or cause to be promptly delivered to the Program Administrator a written status report of the Improvements, including the acquisition and installation thereof.

(c) Compliance with Law and Agreements. The Owner shall complete all Improvements, or cause the Improvements to be completed, in conformity with all applicable laws, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations, standards, and recorded instruments, covenants or agreements affecting the Property. The Owner shall comply with and keep in effect all permits, licenses, and approvals required to complete installation of the Improvements.

(d) Completion of Work. If the Disbursement Amount is disbursed in more than one installment, subject to any acceptable excuse for failure to complete the Improvements pursuant to Section 13(g) hereof, the Owner shall complete the Improvements within \_\_\_\_\_ [time period] of the initial disbursement of the Disbursement Amount.

(e) Site Visits; Utility Records; Surveys. For purposes of examining the workmanship of the Improvements, observing the quality of the Improvements and otherwise evaluating LACEP, the Owner grants the County, its agents and representatives, including without limitation the Program Administrator, the right to enter and visit the Property at any reasonable time, after giving reasonable notice to the Owner. For purposes of examining savings derived from the Improvements and other satisfying the requirements relating to grant moneys used to fund LACEP, the Owner shall also allow the County to examine and copy records and other documents of the Owner which relate to the Improvements, including utility records of the Owner and execute any consents, waivers or similar documents required by utility providers in connection therewith through the term of this Contract. The Owner also agrees to participate in any and all surveys conducted in connection with LACEP. The County is under no duty to visit the Property, observe any aspects of the Improvements or examine any records, and the County shall not incur any obligation or liability by reason of not making any such visit or examination. Any site visit, observation or examination by the County shall be solely for the purposes of protecting the County's rights under the Contract Documents.

(f) Protection Against Lien Claims. The Owner shall promptly pay or otherwise discharge any claims and liens for labor done and materials and services furnished to the Property in connection with the Improvements. The Owner shall have the right to contest in good faith any claim or lien, provided that it does so diligently and without delay in completing the Improvements.

(g) Notice to Successors in Interest. The Owner agrees to provide written notice to any subsequent purchaser of the Property that the Property is subject to an LACEP assessment lien, and to provide any subsequent purchaser a copy of this Contract.

(h) Insurance. [If the Maximum Disbursement exceeds \$\_\_\_\_\_,] the Owner shall provide, maintain and keep in force at all times until the Improvements are completed, builder's all risk property damage insurance on the Property, with a policy limit equal to the amount of the Maximum Disbursement.

(i) Notices. The Owner shall promptly notify the County in writing of any Default under this Contract, or any event which, with notice or lapse of time or both, would constitute a Default hereunder.

## **9. Mechanic's Lien and Stop Notices.**

In the event of the filing of a stop notice or the recording of a mechanic's lien pursuant to applicable law of the State of California and relating to the Improvements, the Program Administrator may refuse to disburse any funds to the Owner, and, in the event the Owner fails to furnish the Program Administrator a bond causing such notice or lien to be released within \_\_\_\_ (\_\_) days of notice from the Program Administrator to do so, such failure shall at the option of

the County constitute a default under the terms of this Contract. The Owner shall promptly deliver to the Program Administrator copies of all such notices or liens.

10. **Responsibilities of the Owner; Indemnification.**

(a) **Financing by County; No Responsibility for Improvements.** The Owner acknowledges that the County has established LACEP solely for the purpose of assisting the owners of property in the County with the financing of the acquisition, construction, and installation of qualifying renewable energy systems and energy and water efficiency improvements. LACEP is a financing program only. None of the County, the Authority (if bonds are issued by the Authority), their officials, agents, employees, attorneys and representatives, the Program Administrator, or LACEP staff is responsible for selection, management or supervision of the Improvements or of the Improvements' performance.

(b) **Indemnification.** The Owner shall indemnify, defend, protect, and hold harmless the County, the Authority (if bonds are issued by the Authority) and any and all officials, agents, employees, attorneys and representatives of the County and the Authority (collectively, the "Indemnified Parties") and, if the Property is located in an incorporated area, such incorporated city and any and all officials, agents, employees, attorneys and representatives of such city, (the "City Parties"), from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with, (i) the Contract Documents, (ii) disbursement of the Disbursement Amount, (iii) the Improvements, (iv) any breach or Default by the Owner under the Contract Documents, (v) the levy and collection of the Assessment and the Annual Administrative Assessment, (vi) the imposition of the lien of the Assessment and the Annual Administrative Assessment, (vii) any breach or failure of the Owner or its contractor(s) or agents to comply with all applicable laws, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards, in connection with the acquisition, installation or completion of the Improvements, and (viii) any other fact, circumstance or event related to the County's payment of the Disbursement Amount to the Owner or the Owner's performance of its obligations under the Contract Documents (collectively, the "Liabilities"), regardless of whether such Liabilities shall accrue or are discovered before or after the Disbursement.

(c) **Survival of Indemnification.** The indemnity obligations described in Section 10(b) shall survive the disbursement of funds to the Owner, the payment of the Assessment in full, the transfer or sale of the Property by the Owner and the termination of this Contract.

11. **Waiver of Claims.**

For and in consideration of the County's execution and delivery of this Contract, the Owner, for itself and for its successors-in-interest to the Property and for any one claiming by, through, or under the Owner, hereby waives the right to recover from and fully and irrevocably releases the Indemnified Parties and, if the Property is located in an incorporated area, the City Parties, from any and all claims, obligations, liabilities, causes of action, or damages, including attorneys' fees and court costs, that the Owner may now have or hereafter acquire against any of

the Indemnified Parties and the City Parties and accruing from or related to (i) the Contract Documents, (ii) the disbursement of any of the Disbursement Amount, including any amounts advanced hereunder, (iii) the levy and collection of the Assessment and the Annual Administrative Assessment, (iv) the imposition of the lien of the Assessment, (v) the issuance and sale of any bonds or other evidences of indebtedness, or other financial arrangements entered into by the County pursuant to LACEP, (vi) the performance of the Improvements, (vii) the Improvements, (viii) any damage to or diminution in value of the Property that may result from construction or installation of the Improvements, (ix) any personal injury or death that may result from the construction or installation of the Improvements, (x) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Improvements, (xi) the merchantability and fitness for any particular purpose, use or application of the Improvements, (xii) the amount of energy savings resulting from the Improvements, (xiii) the workmanship of any third parties, and (xiv) any other matter with respect to LACEP. This release includes claims, obligations, liabilities, causes of action, and damages of which the Owner is not presently aware or which the Owner does not suspect to exist which, if known by the Owner, would materially affect the Owner's release of the Indemnified Parties and the City Parties.

OWNER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Owner's Initials: \_\_\_\_\_

The waivers and releases by the Owner contained in this Section 11 shall survive the disbursement of the Disbursement Amount, the payment of the Assessment in full, the transfer or sale of the Property by the Owner, and the termination of this Contract.

12. **Further Assurances.**

The Owner shall execute any further documents or instruments consistent with the terms of this Contract, including documents and instruments in recordable form, as the County shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Contract and disbursing funds to the Owner.

13. **Events of Default.**

(a) **Default.** Subject to the further provisions of this Section 13, the failure of any of the Owner's representations or warranties to be correct in all material respects, or the failure or delay by the Owner to perform any of its obligations under the terms or provisions of the Contract Documents, shall constitute a default hereunder ("Default").

(b) **Notice of Default.** Upon the occurrence of a Default, prior to exercising any remedies under the Contract Documents or the Act, the County shall give written notice of default to the Owner. Delay in giving such notice shall not constitute a waiver of any Default. The Owner must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, but in any event, within the time set forth herein.

(c) **Cure Period for Monetary Default.** If the Owner fails to timely pay any installment of the Assessment or the Annual Administrative Assessment, the Owner shall have a period of \_\_\_\_\_ (\_\_) days after notice is given pursuant to paragraph (b) above within which to cure such default. Following such \_\_\_\_\_ (\_\_) day period, the County in its sole discretion may exercise any and all of its available remedies, including its right to foreclose the lien of the Assessment or the Annual Administrative Assessment pursuant to applicable law.

(d) **Cure Period for Non-Monetary Default.** If a non-monetary Default occurs and such Default is reasonably capable of being cured within \_\_\_\_\_ (\_\_) days, the Owner shall have such period to effect a cure prior to exercise of remedies by the County under the Contract Documents or the Act. If the Default is such that it is reasonably capable of being cured but not within such \_\_\_\_\_ (\_\_) day period and the Owner (i) initiates corrective action within such \_\_\_\_\_ (\_\_) day period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the County in its sole discretion may elect to grant the Owner such additional time as is reasonably necessary to cure the Default prior to exercise of any remedies by the County. The foregoing notwithstanding, in no event shall the County be precluded from exercising any of its remedies if the Default is reasonably expected to result in the foreclosure or forfeiture of the Property, or if the Default is not cured within \_\_\_\_\_ (\_\_) days after the first notice of Default is given.

(e) **Remedies Upon Default.** Subject to the provisions of paragraphs (b), (c) and (d) above, if any Default occurs the County may exercise any or all of the rights and remedies available to it under applicable law, at equity, or as otherwise provided herein. If no disbursement has occurred hereunder, the County may elect to terminate this Contract and, except as otherwise expressly provided herein, the parties have no further obligations or rights hereunder. If the Disbursement Amount has been disbursed in whole or in part, the County may terminate its obligations to make any further disbursement of the Disbursement Amount and exercise any or all of the rights and remedies available to it under this Contract and applicable law. As a cumulative remedy, if any installment of the Assessment and the Annual Administrative Assessment, together with any penalties, costs, fees, and other charges, accruing under applicable taxation provisions are not paid when due, the Board of Supervisors or its designee may order that the same be collected by an action brought in a court of competent jurisdiction to foreclose the lien of the Assessment and the Annual Administrative Assessment to

the extent permitted, and in the manner provided by, applicable law. Any and all costs and expenses incurred by the County in pursuing its remedies hereunder shall be additional indebtedness of the Owner to the County.

(f) Remedies Cumulative. Except as otherwise expressly stated in this Contract or as otherwise provided by applicable law, the rights and remedies of the County are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise by the County, at the same time or different times, of any other rights or remedies for the same Default or any other Default. No failure or delay by the County in asserting any of its rights and remedies as to any Default shall operate as a waiver of any Default or of any such rights or remedies, or deprive the County of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(g) Force Majeure. Performance of the covenants and conditions imposed upon the Owner hereunder with respect to the commencement and completion of the Improvements shall be excused while and to the extent that, the Owner, through no fault or negligence of its own, is prevented from complying therewith by war, riots, strikes, lockouts, action of the elements, accidents, or acts of God beyond the reasonable control of the Owner; provided, however, that as soon as the cause or event preventing compliance is removed or ceases to exist the obligations shall be restored to full force and effect and the Owner shall immediately resume installation of the Improvements.

14. **Severability.**

Each and every provision of this Contract is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Contract or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall, be valid and shall be enforced to the extent permitted by law.

15. **Notices.**

All notices and demands shall be given in writing by first class mail, postage prepaid, or by personal delivery (by recognized courier service). Notices shall be considered given upon the earlier of (a) personal delivery or (b) \_\_ (\_\_) business days following deposit in the United States mail, postage prepaid. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

To the County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Program Administrator

To the Owner: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_

Notwithstanding anything set forth above, after disbursement of funds to the Owner, all notices regarding the assessment shall be sent only as provided by the laws of the State of California.

16. **No Waiver.**

No disbursement of the Disbursement Amount based upon inadequate or incorrect information shall constitute a waiver of the right of the County to receive a refund thereof from the Owner. No disbursement of any portion of the Disbursement Amount shall constitute a waiver of any conditions to the County's obligation to make further disbursements. No waiver by the County of any failure by the Owner to comply with any provision of this Contract shall in any way preclude the County from thereafter declaring such failure by the Owner a Default hereunder or be deemed a waiver of any other or subsequent Default.

17. **Governing Law.**

This Contract shall be construed and governed in accordance with the laws of the State of California.

18. **Assignment by the County.**

The County, at its option, may (i) assign any or all of its rights and obligations under this Contract, and (ii) pledge and assign its right to receive the Assessment and the Annual Administrative Assessment, and any other payments due to the County hereunder, without obtaining the consent of the Owner.

19. **Assignment by Owner Prohibited.**

The Owner may sell, transfer, rent or otherwise dispose of all or a portion of its interests in the Property so long as the Assessment and the Annual Administrative Assessment, including each installment thereof and the interest and penalties thereon, shall constitute a lien against the Property until the same is paid in full. All other dispositions of all or a portion of the Owner's rights and obligations under this Contract are subject to the prior express written consent of the County, which consent may be granted or withheld in the sole and absolute discretion of the County.

20. **Carbon Credits.**

The Owner agrees that any carbon credits attributable to the Improvements shall be held on behalf of LACEP by the County.

21. **Entire Agreement; Amendment.**

This Contract, together with the other Contract Documents, is the entire agreement between the parties. Any other agreement related to the Improvements, and any amendment to this Contract, must be signed in writing by both parties.

22. **Natural Persons.**

If the Owner of the Property consists of more than one natural person, the obligations hereunder of all the owners shall be joint and several.

23. **Counterparts.**

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

24. **Special Termination.**

Notwithstanding anything to the contrary contained herein, this Contract shall terminate and be of no further force or effect if the Owner has submitted to the Program Administrator a notice of its decision to cancel this transaction in the form of the Notice of Cancellation attached as Exhibit J hereto, which notice shall be delivered to the County pursuant to Section 15 hereof no less than \_\_\_\_\_ (\_\_\_) days prior to the disbursement of the Disbursement Amount.

25. **No Third Party Beneficiary Rights.**

This Contract is entered into for the sole benefit of the Owner and the County and, subject to the provisions of Sections 10, 11, 12 and 19, no other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.

IN WITNESS WHEREOF, the Owner and the County have entered into this Contract as of the date and year first above written.

**THE OWNER:**

\_\_\_\_\_

Date of Execution by the Owner:

\_\_\_\_\_, 20\_\_\_\_

**THE COUNTY:**

**COUNTY OF LOS ANGELES, CALIFORNIA**

\_\_\_\_\_

Name:

Title: \_\_\_\_\_



**ACKNOWLEDGEMENT(S)**

STATE OF CALIFORNIA                    )  
  :    ss.:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
a notary public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

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STATE OF CALIFORNIA                    )  
  :    ss.:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
a notary public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

**EXHIBIT A**  
**PARTICIPANT HANDBOOK**

**[To Come]**

**EXHIBIT B**  
**CERTAIN FINANCING TERMS**

Maximum Disbursement Amount:

Contract Term:

Maximum Interest Rate: \_\_\_\_ Percent (\_\_\_\_%) per annum.

Financing Costs in the Event of Noncompletion:

Annual Administrative Assessment<sup>(1)</sup>:

Prepayment Premium: From \_\_\_\_\_ to \_\_\_\_\_, a prepayment premium of \_\_\_\_ percent (\_\_\_\_%)

From \_\_\_\_\_ to \_\_\_\_\_, a prepayment premium of \_\_\_\_ percent (\_\_\_\_%)

After \_\_\_\_\_, a prepayment premium of \_\_\_\_ percent (\_\_\_\_%)

Improvements:

Estimated Payment Schedule:

Year <sup>(2)</sup>	Assessment			Maximum	Total
	Disbursement Amount <sup>(3)</sup>	Financing Costs <sup>(4)</sup>	Interest	Annual Administrative Assessment <sup>(5)</sup>	

<sup>(1)</sup> Based on the Maximum Annual Administrative Assessment established for LACEP, which amount may be adjusted from time to time by the Program Administrator, provided that the adjusted amount does not exceed the Maximum Annual Administrative Assessment.

<sup>(2)</sup> If funds are disbursed to the Owner before \_\_\_\_\_, the assessment will appear on the property tax bill for the same tax year. If funds are disbursed after \_\_\_\_\_, the assessment will appear on the property tax bill for the following tax year.

<sup>(3)</sup> Based on Maximum Disbursement. Subject to revision by the Program Administrator following the disbursement of the Disbursement Amount, if necessary, pursuant to the Contract to reflect the Disbursement Amount.

<sup>(4)</sup> Includes capitalized LACEP administrative expenses.

<sup>(5)</sup> Based on the Maximum Annual Administrative Assessment established for LACEP, which amount may be adjusted from time to time by the Program Administrator, provided that the adjusted amount does not exceed the Maximum Annual Administrative Assessment.

**EXHIBIT C**  
**DESCRIPTION OF THE PROPERTY**

## EXHIBIT D

### LOS ANGELES COUNTY ENERGY PROGRAM NOTICE OF INTEREST AND PAYMENT SCHEDULE

Owner: \_\_\_\_\_ (the “Owner”)

Address: \_\_\_\_\_  
\_\_\_\_\_ (the “Property”)

Assessor’s Parcel Number: \_\_\_\_\_

LACEP Loan Number: \_\_\_\_\_

Pursuant to Section 1(b)(ii) of that certain Assessment Contract (the “Assessment Contract”) executed by and between you, as Owner of the Property, and the County in connection with the Los Angeles County Energy Program, you are hereby notified that the interest rate applicable to the unpaid Assessment (as defined in the Assessment Contract) is \_\_\_\_%. The schedule of Assessment Installments, interest thereon and the Maximum Annual Administrative Assessment with respect to the referenced property is set forth below:

Year <sup>(1)</sup>	Assessment			Maximum	Total
	Disbursement Amount	Financing Costs <sup>(2)</sup>	Interest	Annual Administrative Assessment <sup>(3)</sup>	

<sup>(1)</sup> If funds are disbursed to the Owner before \_\_\_\_\_, the assessment will appear on the property tax bill for the same tax year. If funds are disbursed \_\_\_\_\_, the assessment will appear on the property tax bill for the following tax year.

<sup>(2)</sup> Includes capitalized LACEP administrative expenses.

<sup>(3)</sup> Based on the Maximum Annual Administrative Assessment established for LACEP, which amount may be adjusted from time to time by the Program Administrator, provided that the adjusted amount does not exceed the Maximum Annual Administrative Assessment.

The Notice of Assessment of record with the Office of the Registrar-Recorder/County Clerk of the County of Los Angeles will be amended to reflect the foregoing payment schedule.

Program Administrator,  
Los Angeles County Energy Program

## **EXHIBIT E**

### **NOTICE OF ASSESSMENT**

#### **WHEN RECORDED RETURN TO**

County of Los Angeles  
Treasurer and Tax Collector  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 437  
Los Angeles, California 90012  
Attention: Los Angeles County Energy Program  
– Program Administrator

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### **NOTICE OF ASSESSMENT**

Pursuant to the requirements of Section 5898.32 of the Streets and Highways Code of the State of California, the undersigned Clerk of the Board of Supervisors (the “Board of Supervisors”) of the County of Los Angeles, a political subdivision of the State of California (the “County”), hereby gives notice that contractual assessments relating to that certain real property described in Appendix A hereto (the “Property”), in the amounts set forth in Appendix B hereto, were recorded in the Office of the Registrar-Recorder/County Clerk of the County, as provided for in said Section 5898.32.

Pursuant to that certain Assessment Contract (the “Assessment Contract”) by and between the County and the owner of the Property named herein in connection with the Los Angeles County Energy Program, the several assessments assessed on the Property set forth in Appendix B hereto became a lien upon the Property and the Property became subject to the assessment in accordance pursuant to the Assessment Contract, the Act and applicable law upon the execution of such Assessment Contract.

In addition to the assessment to pay the costs and expenses of the improvements to be acquired, the Property is subject to a separate and additional assessment, as set forth in Appendix B hereto, to be levied annually to pay for costs not otherwise reimbursed which will result from the administration and collection of assessments or from the administration or registration of any associated bonds and reserve or related funds.

Reference is made to the Assessment Contract for the amount of any final and adjusted assessments, including any annual assessment as levied for administrative costs or maintenance, as applicable.

Included in Appendix A hereto is the name(s) of the owner of record of the Property, which is also the assessed owner of the Property as it appears on the latest secured assessment roll, all as required pursuant to Section 27288.1 of the Government Code of the State of California.

Dated: \_\_\_\_\_

Clerk of the Board of Supervisors of the  
County of Los Angeles

By: \_\_\_\_\_  
Deputy

**Appendix A to Notice of Assessment**

**DESCRIPTION OF THE PROPERTY**



**Appendix B to the Notice of Assessment**

Name(s) of Owner of the Property:\_\_\_\_\_

Assessment Amount:\_\_\_\_\_

Annual Administrative Assessment Amount:\_\_\_\_\_

## EXHIBIT F

### Payment of Contractual Assessment Required

Pursuant to the requirements of Section 5898.24(d) of the Streets and Highways Code of the State of California, the Board of Supervisors (the “Board of Supervisors”) of the County of Los Angeles, a political subdivision of the State of California (the “County”), hereby gives notice that the real property described in Appendix A hereto (the “Property”) is subject to a contractual assessment that is required to be paid in accordance with that certain Assessment Contract (the “Assessment Contract”) by and between the owner of the Property and the County in connection with the Los Angeles County Energy Program. Certain information regarding the contractual assessment assessed on the Property is set forth below.

- (1) The names of all current owners of the real property subject to the contractual assessment:

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- (2) Legal description of the Property: See Exhibit Appendix A attached hereto and incorporated herein by this reference.

- (3) Assessor’s parcel number for the Property:\_\_\_\_\_.

- (4) The annual amount of the contractual assessment:\_\_\_\_\_.

- (5) The contractual assessment referenced (4) above expires on the date such contractual assessment and any applicable penalties, costs, fees, and charges, including the Annual Administrative Assessment (as defined in the Assessment Contract), have been paid in full.

- (6) Funds from the contractual assessment were used to finance the acquisition and construction on and installation in the Property of certain qualifying renewable energy systems and energy and water efficiency improvements, as further described in the Assessment Contract.

- (7) Funds from the contractual assessment should be paid to the following:

[Name of entity to which contractual assessments should be paid]

[Address of entity]

[Contact person]<sup>2</sup>

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<sup>2</sup> Section 5898.24(d)(2)(E) of the Act requires the document to include “the entity to which funds from the contractual assessment will be paid and specific contact information for that entity”.

Date: \_\_\_\_\_

Treasurer and Tax Collector of the  
County of Los Angeles [or Entity to which  
Contractual Assessments will be paid]

By: \_\_\_\_\_<sup>3</sup>  
Name:  
Title:

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<sup>3</sup> Section 5898.24(d)(2)(F) of the Act requires the document to include “the signature of the authorized representative of the legislative body to which funds from the contractual assessment will be paid.”

**Appendix A to Notice of Payment of Contractual Assessment Required**

**DESCRIPTION OF THE PROPERTY**

**EXHIBIT G**

**LOS ANGELES COUNTY ENERGY PROGRAM  
NOTICE TO PROCEED**

Date: \_\_\_\_\_

Owner: \_\_\_\_\_ (the "Owner")

Address: \_\_\_\_\_  
\_\_\_\_\_ (the "Property")

Assessor's Parcel Number: \_\_\_\_\_

LACEP Loan Number: \_\_\_\_\_

Pursuant to Section 4(a) of that certain Assessment Contract (the "Assessment Contract") executed by and between you, as Owner of the Property, and the County in connection with the Los Angeles County Energy Program, you are hereby given notice to proceed (this "Notice to Proceed") with acquisition, construction and installation of the Improvements and, upon completion of the Improvements, submit a request for funding to LACEP. This Notice to Proceed constitutes consent and authorization pursuant to Section 5898.21 of the Act for the Owner to purchase directly the related equipment and materials for the Improvements and to contract directly for the construction on and/or installation in the Property of the Improvements. The Owner must complete installation of the Improvements no later than \_\_\_ days after the date of this Notice to Proceed, provided that the Owner and the Program Administrator may agree to an extension of this completion date for good cause shown pursuant to Section 4(b) and Section 13(g) of the Assessment Contract, but in no event shall the completion date be more than one year from the date of this Notice to Proceed. Disbursement of any amounts pursuant to the Assessment Contract is subject to satisfaction of the terms and conditions thereof.

Program Administrator,  
Los Angeles County Energy Program

## EXHIBIT H

### NOTICE OF PROPOSED CONTRACTUAL ASSESSMENT (Commercial Property Owner)

Notice Date: \_\_\_\_\_

Lender Address: \_\_\_\_\_

**Property/Loan Information:**

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

APN: \_\_\_\_\_

Loan Number(s): \_\_\_\_\_

To Whom It May Concern:

The undersigned (the “Owner”) is the owner of a certain real property located at the above-referenced address (the “Property”). You are the lender (the “Lender”) with respect to the above-referenced (the “Loan”) that is secured by a lien on the Property.

The Owner is sending this Notice of Proposed Contractual Assessment to Lender to (i) provide notice of the Owner’s proposed participation in the Los Angeles County Energy Program (“LACEP”), (ii) request confirmation from the Lender that the levy of the contractual assessment pursuant to the herein described Assessment Contract will not trigger an event of default or the exercise of any remedies under the Loan documents, and (iii) provide notice that the contractual assessment (including any penalties and interest) will be secured by a statutory lien on the Property that is senior to the lien securing the Loan.

Background. The County of Los Angeles, a political subdivision of the State of California (the “County”) has established LACEP to help finance the acquisition and construction on and installation in the assessed properties, including the Property, of certain qualifying renewable energy systems and energy and water efficiency improvements (the “Improvements”) pursuant to Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Contractual Assessment Law”).

In accordance with Contractual Assessment Law, the County will levy a contractual assessment to finance the installation of the Improvements on certain property with the agreement of the applicable property owner pursuant to the terms of an assessment contract (the “Assessment Contract”) between such property owner and the County. Pursuant to Section 5898.30 of Contractual Assessment Law, the contractual assessment (including any penalties and interest) is collected on the property tax bill and is secured by a lien on the applicable property

that is (i) senior to all private liens, including private liens that existed prior to levy of the contractual assessment and (ii) cannot be subordinated to the private liens.

Information regarding the purpose and method of administration of the assessments under LACEP can be found at \_\_\_\_\_ [website].

Participation in LACEP. The Owner has applied to participate in LACEP and intends to finance installation on the Property of the Improvements set forth on Exhibit A hereto. The contractual assessment to be levied on the Property (the “Contractual Assessment”) pursuant to the Assessment Contract and the related payment terms are proposed to consist of the following:

Principal amount: \$ \_\_\_\_\_  
Estimated interest rate: \_\_\_\_\_ %  
Term of repayment period: \_\_\_\_\_  
Annual administrative component: \$ \_\_\_\_\_  
Total estimated annual installment: \$ \_\_\_\_\_

Lender Approval. Please acknowledge that participation of the Property in LACEP is acceptable to the Lender by executing the attached Certificate of Lender and returning it to the undersigned at your earliest convenience.

Very truly yours,

BY: \_\_\_\_\_  
(Signature)

OWNER  
NAME: \_\_\_\_\_

MAILING ADDRESS (if different than  
Property address): \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT I

### CERTIFICATE OF LENDER (Commercial Property Owner)

#### Property/Loan Information

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

APN: \_\_\_\_\_

Loan: \_\_\_\_\_

In connection with the above-referenced loan (the “Loan”) relating to the above-referenced property (the “Property”) by the herein referenced lender (the “Lender”), the undersigned hereby certifies, acknowledges, confirms and agrees as follows:

- (1) He/she is duly authorized to execute this Certificate on behalf of the Lender.
- (2) The Lender is in receipt of written notice (the “Notice”) from the owner of the Property (the “Owner”) that Owner intends to finance installation on the Property of certain renewable energy, energy efficiency and/or water efficiency improvements that will be permanently fixed to the Property (the “Improvements”) by participating in the Los Angeles County Energy Program sponsored by the County of Los Angeles, a political subdivision of the State of California (the “County”).
- (3) As a result of an Assessment Contract between the County and the Owner (the “Assessment Contract”) and pursuant to Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California, the Contractual Assessment described in the Notice will be levied on the Property and the Contractual Assessment (including any penalties and interest) will be secured by a statutory lien that is senior to the lien securing the Loan.
- (4) The Lender consents to the levy of the Contractual Assessment pursuant to the Assessment Contract.
- (5) The Lender agrees that the levy of the Contractual Assessment will not constitute an event of default or the exercise of any remedies under the documents relating to the Loan.



The Lender further acknowledges that the Owner and the County will rely on this Certificate in connection with the disposition and administration of the Assessment Contract and the Los Angeles County Energy Program.

[LENDER]

By: \_\_\_\_\_

Name:

Title:

Date:

**EXHIBIT J**

**LOS ANGELES COUNTY ENERGY PROGRAM  
NOTICE OF CANCELLATION**

\_\_\_\_\_ [and \_\_\_\_\_] are the owner[s] of record ([collectively,] the “Owner”) of that certain real property located at \_\_\_\_\_ located in the County of Los Angeles, California. The Owner previously executed that certain Assessment Contract (the “Assessment Contract”) with the County of Los Angeles (the “County”) in connection with the Los Angeles County Energy Program (“LACEP”). Pursuant to the Assessment Contract, Owner hereby notifies the LACEP Program Administrator in accordance with Sections 15 and 24 of the Assessment Contract no less than \_\_\_\_\_ (\_\_) days prior to the disbursement of the Disbursement Amount that the Owner has determined to cancel the transaction described in the Assessment Contract. Accordingly, the Contract shall terminate and be of no further force or effect, except that the Owner agrees to pay amounts due, if any, pursuant to Section 1(b)(iv) of the Assessment Contract relating to financing costs in the event of the improvements are not completed.

Dated: \_\_\_\_\_

[OWNER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS  
AUTHORIZING THE ESTABLISHMENT OF A SPECIAL  
FUND FOR THE LOS ANGELES COUNTY ENERGY  
PROGRAM, THE ISSUANCE AND SALE OF BONDS AND  
THE EXECUTION AND DELIVERY OF CERTAIN  
DOCUMENTS IN CONNECTION WITH THE LOS ANGELES  
COUNTY ENERGY PROGRAM, AND AUTHORIZING A  
VALIDATION ACTION AND CERTAIN ACTIONS RELATED  
THERE TO

WHEREAS, Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California (the “Contractual Assessment Law”) authorizes counties to assist free and willing property owners in financing the installation of distributed generation renewable energy sources and energy and water efficiency improvements (the “Improvements”) that are permanently fixed to residential, commercial, industrial or other real property through a contractual assessment program; and

WHEREAS, the Board of Supervisors (the “Board of Supervisors”) of the County of Los Angeles, a political subdivision of the State of California (the “County”), previously approved a resolution (the “Resolution of Intention”) declaring its intention to order the implementation of a contractual assessment program to finance Improvements pursuant to the Contractual Assessment Law; and

WHEREAS, following notice duly given and a hearing in accordance with applicable law, the Board of Supervisors approved a resolution (the “Resolution Establishing the LACEP”) which, among other things, authorized the establishment of the Los Angeles County Energy Program (the “LACEP”) to finance the acquisition, construction and installation of the Improvements on properties in the County through the use of contractual assessments pursuant to the Contractual Assessment Law; and

WHEREAS, pursuant to LACEP, the County will enter into contractual assessment agreements (each, an “Assessment Contract”) with free and willing property owners (the “Property Owners”) pursuant to which the County will assist in financing the acquisition, construction and installation of Improvements on or in such owners’ respective properties and levy contractual assessments (each, an “Assessment”) on the applicable properties in the amounts set forth in the Assessment Contracts; and

WHEREAS, the County desires to finance the disbursement of amounts pursuant to the Assessment Contracts through the issuance of contractual assessment limited obligation improvement bonds (the “County Assessment Bonds”) from time to time in one or more series under and pursuant to the Contractual Assessment Law and The Improvement Bond Act of 1915, being Division 10 of the Streets and Highways Code of the State (the “1915 Act”); and

WHEREAS, the Los Angeles County Public Works Financing Authority (the “Authority”) may, in accordance with Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (as amended, the “JPA Act”), issue revenue bonds for the purpose of providing financial assistance to its contracting parties, including through the acquisition of County Assessment Bonds; and

WHEREAS, the County Assessment Bonds may be sold by a negotiated sale or by competitive bid or acquired by the Authority in accordance with the JPA Act, all as may be determined as being in the best interests of the County; and

WHEREAS, the County also desires to finance the disbursement of amounts pursuant to the Assessment Contracts through the execution and delivery of one or more Loan Agreements (each, a “Loan Agreement”) with the Authority; and

WHEREAS, the Authority may fund loans under the Loan Agreements (the “Loans”) with proceeds of revenue bonds to be issued by the Authority pursuant to the JPA Act; and

WHEREAS, the Board of Directors (the “Board of Directors”) of the Authority will approve a resolution (the “Authority Resolution”) authorizing the issuance of its Los Angeles County Energy Program Contractual Assessment Revenue Bonds (the “Authority Revenue Bonds” and, together with the County Assessment Bonds, the “Bonds”) from time to time in one or more series for the purpose of acquiring County Assessment Bonds or funding Loans to the County, as applicable, in each case to finance disbursements to free and willing property owners to finance the Improvements pursuant to LACEP and the Assessment Contracts; and

WHEREAS, in furtherance of LACEP and in order to effect the issuance and administration of the Bonds and any other evidence of indebtedness relating to LACEP, the County desires to establish a special fund to be held by the County called the “Energy Fund”; and

WHEREAS, in order to effect the issuance of the Bonds, the County desires to approve the form of and authorize the execution and delivery of the following documents, the forms of which are on file with the Clerk of the Board of Supervisors (the “Clerk of the Board of Supervisors”):

(1) an indenture (the “County Indenture”) by and among the County, the Treasurer and Tax Collector of the County, as paying agent thereunder, and the Auditor-Controller of the County, as fiscal agent thereunder, pursuant to which the County will issue one or more series of County Assessment Bonds;

(2) an indenture (the “Marks-Roos Indenture”) by and among the Authority, the Treasurer and Tax Collector of the County, as paying agent thereunder, and the Auditor-Controller of the County, as fiscal agent thereunder, pursuant to which the Authority will issue one or more series of Authority Revenue Bonds, the proceeds of which will be used to acquire County Assessment Bonds;

(3) a Loan Agreement by and between the County and the Authority pursuant to which the Authority agrees to lend to the County proceeds of certain Authority Revenue Bonds to finance Improvements under the Assessment Contracts; and

(4) an indenture (the “Authority Indenture” and, together with the County Indenture and the Marks-Roos Indenture, the “Indentures”) by and among the Authority, the County, the Treasurer and Tax Collector of the County, as paying agent thereunder, and the Auditor-Controller of the County, as fiscal agent thereunder, pursuant to which the Authority will issue

one or more series of Authority Revenue Bonds, the proceeds of which will be used to finance Loans under the Loan Agreements; and

WHEREAS, the Board of Supervisors desires to provide for the issuance of additional County Assessment Bonds and additional Authority Revenue Bonds (collectively the “Additional Bonds”) from time to time in one or more series under the County Indenture, the Marks-Roos Indenture, the Authority Indenture or any other instrument for the issuance of evidences of indebtedness secured by contractual assessments or secured by debt obligations that are in turn secured by contractual assessments (the “Additional Issuance Instruments”) and the authorization of any attendant issuance documents in connection with such issuance; and

WHEREAS, the Board of Supervisors desires to cause the filing of an action to determine the validity of the Assessments, the Assessment Contracts, the Indentures, the Bonds, the Additional Bonds, the Additional Issuance Instruments, this Resolution, the Resolution Establishing the LACEP, the Authority Resolution, the Loans and the Loan Agreements, and the actions proposed to be taken in connection therewith;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The recitals set forth hereinabove are true and correct in all respects. The Board of Supervisors hereby finds and declares that the issuance of the Bonds in one or more series and the other actions contemplated by this Resolution are in the best interests of the County.

Section 2. Energy Fund. The Board of Supervisors hereby establishes a special fund to be held in trust by the County called the “Energy Fund” and a fund within the Energy Fund called the “Program Expense Fund.” Moneys in the Energy Fund and the funds and accounts therein shall be used and disbursed for the purpose of funding the Loans and administering LACEP. The Energy Fund may be subdivided into funds, accounts and sub-accounts as necessary or desirable for the administration of funds as contemplated in connection with issuance of one or more series of Bonds.

Section 3. Approval of the Bonds. The County hereby approves the initial issuance of the County Assessment Bonds in an aggregate principal amount of not to exceed \$100,000,000 for the purpose of funding LACEP; provided that the County Assessment Bonds shall have a final maturity of not to exceed 39 years from the second day of September next succeeding 12 months from their date of issuance and a true interest cost (including any bond insurance premiums, if any, and any reserve surety premiums, if any) not greater than the maximum rate of interest pursuant to applicable law; and provided, further, that the discount on the purchase price of the County Assessment Bonds to the underwriter for the County Assessment Bonds, if any, excluding original issue discount shall not exceed 2.0% of the aggregate principal amount of the County Assessment Bonds. The County Assessment Bonds may be sold by a negotiated sale or by competitive bid or acquired by the Authority in accordance with the JPA Act, all as may be determined as being in the best interests of the County, and the County Assessment Bonds may be secured or payable by a bank line of credit, letter of credit or other instrument, all as may be determined by either the Chief Executive

Officer or the Treasurer and Tax Collector of the County for and in the name and on behalf of the County.

The County hereby approves the initial issuance by the Authority of the Authority Revenue Bonds in an aggregate principal amount of not to exceed \$100,000,000 for the purpose of funding LACEP; provided that the Authority Revenue Bonds shall have a final maturity of not to exceed 39 years from the second day of September next succeeding 12 months from their date of issuance and a true interest cost (including any bond insurance premiums, if any, and any reserve surety premiums, if any) not greater than the maximum rate of interest pursuant to applicable law; and provided, further, that the discount on the purchase price of the Authority Revenue Bonds to the underwriter for the Authority Revenue Bonds, if any, excluding original issue discount shall not exceed 2.0% of the aggregate principal amount of the Authority Revenue Bonds. The Authority Revenue Bonds may be sold by a negotiated sale or by competitive bid and the Authority Revenue Bonds may be secured or payable by a bank line of credit, letter of credit or other instrument, all as may be determined by either the Chief Executive Officer or the Treasurer and Tax Collector of the County for and in the name and on behalf of the County.

Pursuant to the Marks-Roos Local Bond Pooling Act of 1985, the County hereby finds and determines that the issuance of the Authority Revenue Bonds will result in significant public benefits to the citizens of the County within the contemplation of Section 6586 of the Marks-Roos Local Bond Pooling Act of 1985.

Section 4. Loan Agreement. The form of the Loan Agreement by and between the County and the Authority, in the form presented at this meeting and on file with the Clerk of the Board of Supervisors, is hereby approved. Each of the Chair of the Board of Supervisors, the Chief Executive Officer and the County Treasurer, or any of them, or their designee (each, an "Authorized Officer"), is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Loan Agreements in substantially said form, with such changes therein as may be requested by bond counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof).

Section 5. Indentures. The forms of the Indentures, in the forms presented at this meeting and on file with the Clerk of the Board of Supervisors, are hereby approved. The Board of Supervisors also approves other instruments and funding mechanisms substantially similar to the Indentures pursuant to which the Authority or the County will issue evidences of indebtedness secured by voluntary contractual assessments or secured by debt obligations that are in turn secured by contractual assessments; provided that proceeds of such indebtedness are used to help finance Loans under LACEP or acquire County Assessment Bonds, the proceeds of which will be used to finance Improvements under LACEP. Each Authorized Officer, acting singly, is authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Indentures in substantially said forms, with such changes therein as may be requested by bond counsel and as the officer executing the same may require or approve, including such matters as are authorized by Section 3 hereof (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof).

Section 6. Validation. The Authorized Officers are, and each of them hereby is authorized, in consultation with County Counsel and with the assistance of bond counsel, to

prepare and cause to be filed and prosecuted to completion all proceedings required for the judicial validation of the Assessments, the Assessment Contracts, the Indentures, the Bonds, the Additional Bonds, the Additional Issuance Instruments, this Resolution, the Resolution Establishing the LACEP, the Authority Resolution, the Loans, the Loan Agreements and the Indenture in the Superior Court of Los Angeles County, under and pursuant to the provisions of Sections 860 et seq. of the California Code of Civil Procedure. The Board of Supervisors further authorizes the Authorized Officers and all other officers, employees and agents of the County to take any and all actions, including the execution and delivery or appropriate documentation, as may be required to conclude such judicial validation proceedings.

Section 7. Other Actions. The Authorized Officers and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all acts and things and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution and all matters incidental thereto, including issuing the Bonds and entering into Assessment Contracts, and any such actions previously taken by such officers are hereby ratified and confirmed.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.


The foregoing Resolution was on the \_\_\_\_ day of \_\_\_\_\_, 2010, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By:   
Cammy C. DuPont  
Principal Deputy County Counsel

**INDENTURE**

**Dated as of \_\_\_\_\_, 2010**

**by and among**

**COUNTY OF LOS ANGELES, CALIFORNIA,**

**TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES  
as the Paying Agent**

**and**

**AUDITOR-CONTROLLER OF THE COUNTY OF LOS ANGELES  
as the Fiscal Agent**

**\$\_\_\_\_\_**

**Los Angeles County Energy Program  
Contractual Assessment Limited Obligation Improvement Bonds, Series A**



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## INDENTURE

This COUNTY INDENTURE (this “County Indenture”), dated as of \_\_\_\_\_ 1, 2010, is executed by and among the County of Los Angeles (the “County”), a political subdivision of the State of California (the “State”), the Treasurer and Tax Collector of the County, as paying agent (the “Paying Agent”) on behalf of the owners of the herein described Bonds, and the Auditor-Controller of the County, as fiscal agent (the “Fiscal Agent”) on behalf of the owners of the herein described Bonds.

WHEREAS, Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California (the “Contractual Assessment Law”) authorizes counties to assist free and willing property owners in financing the installation of distributed generation renewable energy sources and energy and water efficiency improvements (the “Improvements”) that are permanently fixed to residential, commercial, industrial or other real property through a contractual assessment program; and

WHEREAS, the Board of Supervisors (the “Board of Supervisors”) of the County, previously approved a resolution (the “Resolution of Intention”) declaring its intention to order the implementation of a contractual assessment program to finance the acquisition, construction and installation of the Improvements pursuant to the Contractual Assessment Law; and

WHEREAS, following notice duly given and a hearing in accordance with applicable law, the Board of Supervisors approved a resolution which, among other things, authorized the establishment of the Los Angeles County Energy Program (the “LACEP”) to finance the acquisition, construction and installation of the Improvements on properties in the County through the use of contractual assessments pursuant to the Contractual Assessment Law; and

WHEREAS, pursuant to LACEP, the County will enter into contractual assessment agreements (each, an “Assessment Contract”) with free and willing property owners (the “Property Owners”) pursuant to which the County will assist in financing the acquisition, construction and installation of Improvements on or in such owners’ respective properties and levy contractual assessments (each, an “Assessment”) on the applicable properties in the amounts set forth in the Assessment Contracts; and

WHEREAS, the County will issue Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement Bonds (the “New Money Assessment Bonds”) from time to time in one or more series under and pursuant to the Contractual Assessment Law, The Improvement Bond Act of 1915, being Division 10 of the Streets and Highways Code of the State (the “1915 Act”) and this County Indenture for the purpose of funding disbursements to free and willing property owners to finance the Improvements pursuant to LACEP; and

WHEREAS, the County may issue Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement Refunding Assessment Bonds (the “Refunding Assessment Bonds” and, together with the New Money Assessment Bonds, the

“Bonds”) from time to time in one or more series under and pursuant to the Contractual Assessment Law, the 1915 Act and this County Indenture for the purpose of refinancing the bonds referenced above; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, and to secure the payment of the principal thereof and premium, if any, and interest thereon, the parties hereto have authorized the execution and delivery of this County Indenture; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this County Indenture do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this County Indenture;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS; RULES OF CONSTRUCTION; AUTHORIZATION AND PURPOSE OF BONDS**

Section 1.1. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings for purposes of this County Indenture:

“1913 Act” means The Municipal Improvement Act of 1913, being Division 12 of the Streets and Highways Code of the State.

“1915 Act” means The Improvement Bond Act of 1915, being Division 10 of the Streets and Highways Code of the State.

“Additional Bonds” means one or more series of bonds issued pursuant to this County Indenture subsequent to the issuance of the Series A Bonds.

“Administrative Expenses” means (i) the ordinary and necessary costs of administering the levy and collection of the Assessments and all other administrative costs and incidental expenses related to the Bonds, including, but not limited to, any annual audit fees, Paying Agent fees, Fiscal Agent fees and such other costs as are paid or payable from amounts collected pursuant to Sections 8682, 8682.1 or 10312 of the California Streets and Highway Code and (ii) capitalized costs of establishing and administering LACEP.

“Annual Administrative Assessment” means the annual assessment levied against the properties of owners participating in LACEP to pay the ordinary and necessary costs incurred by the County in connection with the administration and collection of the Assessments, from the administration or registration of any associated bonds, including the Bonds, securities or other

financing arrangements, and from the administration of the Assessment Bond Reserve Fund or other related funds.

“Assessment Bond Reserve Fund” means the fund created and established pursuant to Section 4.1(d) hereof.

“Assessment Bond Reserve Requirement” means, as of the date of any calculation, which calculation shall be made by the Fiscal Agent, an amount equal to the least of (a) \_\_\_\_\_, or (b) 10% of the original principal amount of the Bonds. The Assessment Bond Reserve Requirement shall be calculated upon each payment or prepayment of an Assessment pursuant to Section 8881 and Section 8884 of the 1915 Act.

“Assessment Contracts” means the agreements by and between the County and free and willing property owners participating in LACEP and identified in Exhibit C hereto, pursuant to which the County agrees to provide financing to such property owners for the acquisition, construction and installation of Improvements to such owners’ properties.

“Assessment Installments” means the installments of principal, interest and premium, if any, to be paid on the unpaid Assessments by certain property owners pursuant to the terms of the related Assessment Contracts. The term “Assessment Installments” does not include the Annual Administrative Assessment.

“Assessment Payment Account” means the account by that name established and held by the Fiscal Agent pursuant to Section 4.1 hereof with respect to each Series of Bonds issued hereunder.

“Assessment Prepayment Account” means the account by that name established and held by the Fiscal Agent pursuant to Section 4.1 hereof with respect to each Series of Bonds issued hereunder.

“Assessment Revenues” means the revenues received by the County in each Fiscal Year from the collection of the annual Assessment Installments, including any interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available under the related Assessment Contracts or under the Contractual Assessment Law.

“Assessments” means the unpaid assessments levied by the County pursuant to the Contractual Assessment Law and the related Assessment Contracts constituting a first lien and charge upon certain real properties in the County.

“Auditor” means the Auditor-Controller of the County.

“Authority” means the Los Angeles County Public Works Financing Authority created pursuant to the JPA Act, together with its successors and assigns.

“Authority Revenue Bonds” means all series of bonds issued and outstanding under the Authority Indenture, which are secured by payments made on the Bonds purchased with the proceeds of such bonds.

“Authority Indenture” means the Indenture dated as of \_\_\_\_, 2010, by and among the Authority, the Treasurer and Tax Collector of the County of Los Angeles, as paying agent thereunder, and the Auditor-Controller of the County of Los Angeles, as fiscal agent thereunder, and any supplements thereto.

“Authorized Investment” means any legal investment of County funds.

“Authorized Representative of the County” means the Treasurer, the Auditor, the Program Administrator or any other person designated by such officers and authorized to act on behalf of the County under or with respect to this County Indenture and all other agreements related hereto.

“Board of Supervisors” means the Board of Supervisors of the County.

“Bond Date” means the dated date of the Bonds, which shall be the Closing Date thereof.

“Bonds” means the contractual assessment limited obligation improvement bonds authorized by and at any time Outstanding pursuant to the provisions of this County Indenture and as designated pursuant to Section 2.3 hereof, including the Series A Bonds and any Additional Bonds.

“Business Day” means any day other than (i) a Saturday or a Sunday, (ii) a day on which banking institutions in the State or the Federal Reserve System are authorized or obligated by law or executive order to be closed, or (iii) a day on which the County offices are closed on account of an official holiday recognized by the County.

“Closing Date” means, with respect to each Series of Bonds the date of initial delivery of such Series of Bonds.

“Contractual Assessment Law” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10, and all laws amendatory thereof or supplemental thereto.

“Costs of Issuance” means all of the costs of issuing the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this County Indenture, the Bonds and any and all other agreements, instruments, certificates or other documents issued in connection therewith; legal fees and expenses of counsel with respect to the issuance of the Bonds; fees and expenses of the financial advisor with respect to the issuance of the Bonds; underwriters’ fees; the initial fees and expenses of the Fiscal Agent and the Paying Agent, if any (including without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance of the Bonds or the implementation of LACEP.

“Costs of Issuance Fund” means the fund created and established pursuant to Section 4.1 hereof.

“County” means the County of Los Angeles, a political subdivision of the State.

“Debt Service Fund” means the fund created and established pursuant to Section 4.1 hereof.

“DTC” means The Depository Trust Company in New York, New York.

“Energy Fund” means the Energy Fund established pursuant to Resolution No. \_\_\_\_\_ of the Board of Supervisors, adopted on May 25, 2010.

“Escrow Fund” means the fund by that name created and established pursuant to Section 4.1 hereof.

“Event of Default” means any occurrence or event specified in and defined by Section 8.1 hereof.

“Federal Securities” means any of the following which at the time of investment are legal investments under the laws of the State of California for the funds proposed to be invested therein: (a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America); and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

“Fiscal Agent” means (i) the Auditor or his designated agent or (ii) any bank, trust company, national banking association or other financial institution appointed as fiscal agent for the Bonds in the manner provided in this County Indenture.

“Fiscal Year” means any twelve-month period extending from July 1st in one calendar year to June 30th of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the County as its official fiscal year period.

“Improvement Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 4.1 hereof.

“Improvements” means the qualifying distributed generation renewable energy sources and energy and water efficiency improvements acquired, constructed and/or installed on or in properties in the County under LACEP and the related Assessment Contracts.

“County Indenture” means this County Indenture, dated as of \_\_\_\_\_ 1, 2010, by and among the County, the Paying Agent and the Fiscal Agent, as amended or supplemented pursuant to the terms hereof.

“Independent Public Accountant” means any certified public accountant or firm of certified public accountants appointed and paid by the County who, or each of whom (i) is in fact independent and not under domination of the County; (ii) does not have any substantial interest, direct or indirect the County; and (iii) is not connected with the County as an officer or employee of the County but who may be regularly retained to make annual or other audits of the books of, or reports to, the County.



“Information Services” means Financial Information, Inc.’s “Daily Called Bond Services,” 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Moody’s Investors Service “Municipal and Government,” 99 Church Street, 8th Floor, New York, New York 10007, Attention: Municipal News Reports; Kenny S&P, “Notification Department,” 55 Water Street, 45th Floor, New York, New York 10041; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to the Bonds to be redeemed as the County may designate in a Written Request of the County filed with the Fiscal Agent.

“Interest Payment Date” means, with respect to any Bond, March 2 and September 2 in each year, beginning on March 2 in the year immediately succeeding the August deadline by which the Assessments of the applicable Assessment Contracts have been enrolled on the County tax roll, and continuing thereafter so long as any Bonds remain Outstanding.

“JPA Act” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended) and all laws amendatory thereof or supplementing thereto.

“LACEP” means the Los Angeles County Energy Program established pursuant to Resolution No. \_\_\_\_\_ of the Board of Supervisors, adopted on [May 25, 2010] under the Contractual Assessment Law.

“Maturity Date” means the date specified in any Bond on which the principal of such Bond becomes due and payable.

“New Money Assessment Bonds” means Bonds issued to finance Improvements in accordance with LACEP and the related Assessment Contracts.

“Outstanding” means, subject to the provisions of Section 9.6 hereof, all Bonds theretofore or thereupon being authenticated and delivered by the Paying Agent under this County Indenture except:

- (1) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;
- (2) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Paying Agent pursuant to this County Indenture;
- (3) From and after the date fixed for redemption, Bonds or portions thereof designated for redemption for which notice of redemption has been duly given and the amount necessary for redemption has been made available for that purpose; and
- (4) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Fiscal Agent in accordance with Section 9.1 hereof (whether on or prior to the maturity or Redemption Date of such Bonds).

“Owner” when used with respect to any Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books maintained by the Fiscal Agent.

“Paying Agent” means the Treasurer and its designated agents, any third party contractor serving as Paying Agent, and their successors or assigns, acting in the capacity of registrar, paying agent and transfer agent. The Treasurer is authorized to contract with any third party to perform the services of Paying Agent under this County Indenture.

“Principal Payment Date” means September 2 of each year, commencing September 2, 20\_\_ with respect to the Series A Bonds.

“Prior Assessment Bonds” means any or all (as the context may require) Series of Bonds designated for refunding with proceeds of a Series of Refunding Assessment Bonds.

“Program Administrator” means the Director of the Internal Services Department of the County, pursuant to the Resolution of Intention, or any designee of such officer.

“Program Expense Fund” means the fund by that name and established in the Energy Fund held by the County in connection with the Annual Administrative Assessment and other amounts received for payment of Administrative Expenses and administered pursuant to Section 4.8 hereof.

“Record Date” means, with respect to any Interest Payment Date, the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

“Redemption Date” means, with respect to any Bonds, the date on which such Bonds have been called for redemption pursuant to Section 3.1 or Section 3.2 of this County Indenture prior to their Maturity Date.

“Redemption Notice” has the meaning provided in Section 3.6 hereof.

“Refunding Assessment Bonds” means Bonds issued to finance the refunding of bonds outstanding under this County Indenture or other issuance instrument and secured by proceeds derived from payments of Revenues.

“Registration Books” means the records maintained by the Paying Agent pursuant to Section 2.9 hereof for the registration and transfer of ownership of the Bonds.

“Representation Letter” means the Blanket Letter of Representations delivered upon or prior to the issuance of the Bonds to DTC by the County.

“Resolution Establishing LACEP” means Resolution No. \_\_\_\_\_ of the Board of Supervisors adopted on May 25, 2010.

“Resolution of Intention” means Resolution No. \_\_\_\_\_ of the Board of Supervisors adopted on April 6, 2010.

“Revenues” shall mean the Assessment Installments and any foreclosure proceedings relating thereto, the proceeds of the sale of the Bonds, all amounts in the Debt Service Fund and the accounts thereunder and all interest, profits and other income received from the investment of such amounts, less the amounts deducted by the County and set-aside to pay the costs and expenses[, up to a maximum of \$\_\_\_\_\_ in each Fiscal Year], incurred by the County in connection with the capitalized costs of establishing and administering LACEP.

“Securities Depository” means The Depository Trust Company, 55 Water Street, 50th Floor, New York, N.Y. 10041-0099 Attn. Call Notification Department, Fax (212) 855 7232, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories, or no such depositories, as the County may indicate in a Written Request of the County delivered to the Paying Agent.

“Series” means each Series of Bonds issued and designated pursuant to and in accordance with Section 2.1, Section 2.3 or Section 2.15 hereof.

“Series A Bonds” means the County’s Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement Bonds, Series A.

“State” means the State of California.

“Supplemental Indenture” means any indenture adopted by the parties hereto amendatory of or supplemental to this County Indenture.

“Treasurer” means the Treasurer and Tax Collector of the County.

“Written Request of the County” means a request in writing signed by an Authorized Representative of the County.

Section 1.2. Rules of Construction. All references in this County Indenture to “Sections,” and other subdivisions, unless indicated otherwise, are to the corresponding Sections or subdivisions of this County Indenture; and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this County Indenture as a whole and not to any particular Section or subdivision hereof.

Section 1.3. Authorization and Purpose of Bonds. The Board of Supervisors has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the County is now authorized, pursuant to each and every requirement of law, to issue the Bonds in the manner and form as in this County Indenture provided. The Board of Supervisors hereby authorizes the issuance of the Bonds pursuant to the Contractual Assessment Law, the 1915 Act and this County Indenture for the purpose of funding disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements pursuant to LACEP.

## ARTICLE II

### THE BONDS

#### Section 2.1. Authorization and Purpose of Bonds; Equality of Bonds; Pledge; Limited Liability

(a) The County is hereby authorized and directed to execute, and the Fiscal Agent is hereby authorized and directed upon written request of an Authorized Representative of the County to authenticate and deliver the Bonds. The County may authorize the execution, authentication and delivery of Additional Bonds at any time after the execution, authentication and delivery of the Bonds only as provided in Section 2.15 hereof, which Additional Bonds shall contain such additional designation as may be determined by the County, including the designation of Refunding Assessment Bonds, as appropriate. The Bonds may be issued in book-entry form or certificate form.

(b) The County hereby pledges and assigns to the Paying Agent and the Fiscal Agent, as applicable, in trust for the protection and security of the Owners, all of its right, title and interest in the Revenues. The Bonds shall be and are equally secured by a pledge of and lien upon the Revenues.

(c) The Bonds and interest thereon are not payable from the general funds of the County. Neither the credit of the County nor the taxing power of the County is pledged for the payment of the Bonds or the interest thereon, and, except as provided herein, no Owner of the Bonds may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on the Bonds are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the County, or upon any of their income, receipts or revenues, other than the Revenues.

Section 2.2. Collection of Assessments. (a) The Assessment Installments shall be payable as provided in the Assessment Contracts and shall be payable in the same manner and at the same time and in the same installments as general taxes on real property are payable, and become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes on real property. Nothing in this County Indenture or in any Supplemental Indenture shall preclude the redemption prior to maturity of any Bonds or the payment of the Bonds from proceeds of refunding bonds issued under any law of the State.

(b) Except for the collection of the Assessment Installments and the observance and performance of the other conditions, covenants and terms contained herein or in the 1915 Act or the Contractual Assessment Law required to be observed or performed by it, the County shall not have any obligation or liability to the Owners with respect to this County Indenture or the Bonds.

Section 2.3. Issuance of Series A Bonds; Description of Series A Bonds. (a) The Series A Bonds shall consist of such Bonds designated generally as "County of Los Angeles Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement

Bonds, Series A". Series A Bonds in the aggregate principal amount not to exceed \$\_\_\_\_\_ shall be issued for the purposes of funding disbursements of such amounts and any other moneys available therefor to free and willing property owners to finance the Improvements pursuant to LACEP.

(b) The Series A Bonds may be issued in one or more subseries, with the principal amount of each subseries of Series A Bonds to be determined by the Treasurer.

(c) Each Series of Bonds shall bear a series designation as determined by the County.

(d) The Series A Bonds shall be issued only in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof, or in such other denomination or denominations as determined by the County. The Series A Bonds shall be dated as of their date of delivery and shall mature and be payable on September 2 in the years and in the principal amounts and shall bear interest as set forth below:

**Los Angeles County Energy Program  
Contractual Assessment Limited Obligation Improvement s, Series A**

<b>Maturity Date (September 2)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
	\$	

The interest rate for the Series A Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

(e) If the Series A Bonds are issued in book-entry form, the Series A Bonds shall be initially registered in the name of "Cede & Co.," as nominee of DTC. If the Series A Bonds are issued in certificate form, the Series A Bonds shall be initially registered pursuant to Section 2.5 hereof. The Series A Bonds shall be evidenced by a single fully registered bond in the principal amount of the Series A Bonds.

Section 2.4. Medium and Payment. Principal of, and premium (if any) and interest on the Bonds shall be payable in lawful money of the United States of America. The principal of each Series of Bonds shall be payable on the respective Maturity Date set forth in the applicable Bonds. Interest with respect to each Bond shall accrue from the respective Bond Date. Interest on any Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment

Date, in which event interest shall be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest shall be payable from the Bond Date; provided, however, that if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

Principal of and interest on any Bond shall be paid by check of the Paying Agent mailed on or before the Interest Payment Date by first class mail, postage prepaid, to the person whose name appears in the Registration Books as the Owner of such Bond as of the close of business on the Record Date, to the address that appears on the Registration Books, provided that the payment of principal of the Bonds on the final Maturity Date and the payment of the principal of the Bonds and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Paying Agent. In addition, upon a request in writing received by the Paying Agent on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner.

Each Bond shall bear interest until its principal sum has been paid; provided, however, that if at the Maturity Date of any Bond, or if at the Redemption Date of any Bond which has been duly called for redemption as herein provided, funds are available for the payment or redemption thereof in full accordance with the terms of this County Indenture, the Bond shall then cease to bear interest.

Section 2.5. Form of Bonds and Certificate of Authentication and Registration. The Bonds shall be initially issued in the form of a fully registered bond or bonds registered in the name of the purchaser thereof. The form of the Bond, the form of the certificate of authentication and the form of registration thereon shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference, with any necessary or appropriate variations, omissions and insertions as permitted or required hereunder. The Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this County Indenture as may be appropriate.

Section 2.6. Execution and Authentication. The Bonds shall be executed by the manual or facsimile signature of the Treasurer and attested by the manual or facsimile signature of the Executive Officer Clerk of the Board of Supervisors. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed have been authenticated and delivered by the Paying Agent (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Bonds had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication and registration, in the form set forth in Exhibit A hereto, executed by the manual signature of the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication and registration shall be entitled to any right or benefit under this County Indenture, and no Bond shall be valid or

obligatory for any purpose until such certificate of authentication and registration shall have been duly executed by the Paying Agent.

Section 2.7. Registration of Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Paying Agent and duly executed by the Owner or his or her duly authorized attorney. Bonds may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations of the same maturity and interest rate. The Paying Agent will not charge for any new Bond issued upon any transfer or exchange, but may require the Owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the Paying Agent shall authenticate and deliver a new Bond or Bonds of the same maturity, for a like aggregate principal amount; provided that the Paying Agent shall not be required to register transfers or make exchanges during the 15 days immediately preceding any Interest Payment Date, and, of (i) Bonds for a period of 15 days next preceding the date of any selection of Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

Section 2.8. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond shall become mutilated, the Treasurer, at the expense of the Owner of such Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver a new Bond of like Series, tenor, date, maturity and aggregate principal amount in authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be cancelled and destroyed. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence is satisfactory to the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the Treasurer, at the expense of the Owner, shall execute, the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor and maturity numbered and dated as the Paying Agent shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Fiscal Agent). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this Section 2.8 and of the expenses which may be incurred by the County and the Paying Agent. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to have been lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds secured hereby. The Paying Agent shall not treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be executed, authenticated and delivered hereunder, but both the original and replacement Bond shall be treated as one and the same.

Section 2.9. Registration Books. The Paying Agent will keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as

he or she may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as herein provided.

The County and the Paying Agent may treat the Owner of any Bond whose name appears on the Registration Books as the absolute Owner of such Bond for any and all purposes, and the County and the Paying Agent shall not be affected by any notice to the contrary. The County and the Paying Agent may rely on the address of the Owner as it appears in the Registration Books for any and all purposes. It shall be the duty of each Owner to give written notice to the County and the Paying Agent of any change in such Owner's address so that the Registration Books may be revised accordingly.

Section 2.10. Special Provisions as to Bonds Issued In Book-Entry Form. The following provisions shall apply only if the Bonds are issued in book-entry form:

(a) Except as otherwise provided in subsections (b) and (c) of this Section 2.10, all of the Bonds initially executed and delivered hereunder shall be registered in the name of Cede & Co., as nominee for DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. Payment of the principal of and interest on each Bonds registered in the name of Cede & Co. shall be made to the account, in the manner and at the address indicated in or pursuant to the Representation Letter delivered to DTC by the County.

(b) The Bonds executed and delivered pursuant to this Section 2.10 shall be in the form of a single authenticated fully registered bond for each maturity of Bond. The ownership of all such Bonds shall be registered in the registration books maintained by the Paying Agent pursuant to Section 2.09 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC may request. The Paying Agent and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of and interest on such Bonds, selecting any Bonds or portions thereof to be prepaid, giving any notice permitted or required to be given to an Owner under this County Indenture, registering the transfer of Bonds, obtaining any consent or other action to be taken by the Owners and for all other purposes whatsoever; and neither the Paying Agent nor the County shall be affected by any notice to the contrary. Neither the Paying Agent nor the County shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 2.10, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the registration records as being an Owner, with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or any Participant of any amount in respect of the principal or interest represented by such Series A Bonds; (iii) any notice which is permitted or required to be given to the Owners under this County Indenture; (iv) the selection by DTC or any Participant of any person to receive payment in the event, if any, of a partial prepayment of the Bonds; or (v) any consent given or other action taken by DTC as Owner. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of its



then existing nominee, the Bonds will be transferable to such new nominee in accordance with subsection (f) of this Section 2.10.

(c) In the event that the County determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain bonds, the Paying Agent shall, upon the written instruction of the County, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of Bonds. In such event, the Bonds will be transferable in accordance with subsection (f) of this Section 2.10. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice of such discontinuance to the County or the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event, the Bonds will be transferable in accordance with subsection (f) of this Section 2.10. Whenever DTC requests the County, or the Paying Agent to do so, the Paying Agent and the County will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all Bonds evidencing the Bonds then Outstanding. In such event, the Bonds will be transferable to such securities depository in accordance with subsection (f) of this Section 2.10, and thereafter, all reference in this County Indenture to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this County Indenture to the contrary, so long as all Bonds Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal and interest represented by each such Bond and all notices with respect to each such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) The County shall execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this County Indenture.

(f) In the event that any transfer or exchange of Bonds is authorized under subsection (b) or (c) of this Section 2.10, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the registered owner thereof of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Section 2.7. In the event Bonds are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, another securities depository as holder of all the Bonds, or the nominee of such successor securities depository, the provisions of Section 2.3, Section 2.9 and Article III shall also apply to, among other things, the registration, exchange and transfer of the Bonds and the method of payment of principal of, premium, if any, and interest on the Bonds.

Section 2.11. Validity of the Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Improvements or upon the performance by any person of such person's obligation with respect to the Improvements.

Section 2.12. Refunding of Bonds. The Bonds may be refunded by the County in accordance with Section 4.9 and may be refunded at any other time by the County as

permitted by and in accordance with this County Indenture and applicable law including, but not limited to, the 1915 Act.

Section 2.13. Unclaimed Money. To the extent permitted by law, all money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the County for use in connection with LACEP; provided, however, that the Paying Agent, before making such payment, shall cause notice of unclaimed money to be mailed to the Owners of such Bonds, by first class mail, postage prepaid. Thereafter, the Owners of such Bonds shall look only to the County for payment and then only to the extent of the amount so received without any interest thereon.

Section 2.14. Nonpresentment of Bonds. Except as otherwise provided in Section 2.13 hereof, in the event any Bonds shall not be presented for payment when the principal or redemption price thereof becomes due, if funds sufficient to pay such Bonds shall be held by the Paying Agent for the benefit of the Owners thereof, all liability of the County to the Owners thereof shall forthwith cease and be completely discharged and thereupon it shall be the duty of the Paying Agent to hold such funds (subject to Section 2.13 hereof), without liability for interest thereon, for the benefit of the Owners of such Bonds, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on or with respect to such Bonds.

Section 2.15. Additional Bonds. (a) The County hereby authorizes and approves the issuance of Additional Bonds for the purpose of financing further disbursements under and in accordance with the LACEP, which Additional Bonds shall be issued and delivered pursuant to Supplemental Indentures and agreements, including additional bond purchase agreements, as may be approved by the Board of Supervisors from time to time.

The County may issue bonds of equal security with that of the Bonds payable from the Assessment Installments as provided herein on a parity with any Bonds theretofore issued hereunder, but only subject to the following conditions:

(i) The issuance of such Bonds shall have been authorized under and pursuant to the 1915 Act and under and pursuant hereto and shall have been provided for by a supplemental indenture which shall specify the following:

(1) The proceeds of the sale of such Bonds shall be applied for the purpose of providing funds to refund any Bonds issued hereunder or for the purpose of funding additional disbursements in connection with LACEP, which disbursements shall be repaid from additional Assessments pursuant to additional Assessment Contracts;

(2) The principal amount and designation of such Bonds and the denomination or denominations of the Bonds;

(3) The date, the maturity date or dates, the interest payment dates and the dates on which mandatory sinking fund payments are due, if any, for such Bonds; provided,

that (i) the serial Bonds shall be payable as to principal annually on September 2 of each year in which principal falls due, and the term Bonds shall have annual mandatory redemption on September 2, (ii) the Bonds shall be payable as to interest semiannually on March 2 and September 2 of each year, except that the first installment of interest may be payable on either March 2 or September 2 and shall become due on the interest payment date which is six months before the maturity of the first series of Bonds and the interest shall be payable thereafter semiannually on March 2 and September 2, (iii) all Bonds of like maturity shall be identical in all respects, except as to number or denomination, and (iv) serial maturities of serial Bonds or mandatory sinking fund payments for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Bonds on or before their respective maturity dates;

(4) The redemption premiums and terms, if any, for such Bonds;

(5) The form of the Bonds;

(6) The amount to be deposited from the proceeds of sale of such Bonds or other County funds, if any, in the Assessment Bond Reserve Fund to increase the amount therein to an amount at least equal to the Assessment Bond Reserve Requirement for all Outstanding Bonds of the County secured on a parity by the Assessment Installments; and

(7) Such other provisions that are appropriate or necessary and are not inconsistent with the provisions hereof; and

(ii) The County shall be in compliance with all agreements, conditions, covenants and terms contained herein and in all Supplemental Indentures required to be observed or performed by it.

(b) Additional Bonds authorized to be issued under this Section 2.15 may only be issued if no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) has occurred and is continuing (unless such default is to be remedied upon the issuance of such Additional Bonds) and the Assessment Bond Reserve Requirement is to be satisfied upon the issuance of such Additional Bonds.

Section 2.16. Restrictions on Transfer of Bonds. The transfer of the Bonds shall be restricted [as determined by the County in connection with applicable law and County policy.]

### **ARTICLE III**

#### **REDEMPTION OF BONDS**

Section 3.1. Mandatory Redemption of Series A Bonds. The Series A Bonds shall be redeemed prior to maturity, in whole or in part on any Interest Payment Date, pro rata among maturities and by lot within a maturity, from prepaid assessments on deposit and available for such purpose in the related Assessment Prepayment Account of the Debt Service Fund, to the extent of and in the manner set forth in Section 4.4(d) of this County Indenture at the redemption price equal to 10\_% of the principal amount of the Series A Bonds to be redeemed, together with accrued interest to the date of redemption.

Section 3.2. Optional Redemption of Series A Bonds. The Series A Bonds maturing on or after September 2, 20\_\_ are subject to redemption prior to maturity, in whole or in part on any Interest Payment Date, on and after September 2, 20\_\_, pro rata among maturities and by lot within a maturity, from surplus monies on deposit and available for such purpose in the Debt Service Fund from sources other than those in the Assessment Prepayment Account, at the option of the County at the redemption price equal to the principal amount thereof, together with a premium (expressed as a percentage of the principal amount of Series A Bonds to be redeemed), plus accrued interest to the date of redemption as set forth in the following table:

<u>Redemption Dates</u>	<u>Redemption Premium</u>
Interest Payment Dates Through [March 2, 20__ – at least five years from date of issuance]	__%
September 2, 20__ and March 2, 20__	__
September 2, 20__ and March 2, 20__	__
September 2, 20__ and thereafter	__

In the event that the County shall elect to redeem the Series A Bonds as provided in this Section 3.2, the County shall give written notice to the Paying Agent of its election to so redeem the Series A Bonds, the redemption date and the principal amount of each Series of Bonds to be redeemed. Such notice shall be given at least [45] days but no more than [75] days prior to the redemption date.

Section 3.3. Mandatory Sinking Fund Redemption of Series A Bonds. The Series A Bonds maturing on September 2, 20\_\_ (the “Series A Term Bonds”) are also subject to mandatory sinking fund redemption in part, by lot, on such September 2 from mandatory sinking fund payments deposited into the Debt Service Fund, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium:

<u>Year</u>	<u>Principal Amount</u>
	\$

\*

\_\_\_\_\_  
\* Maturity.

If some but not all of the Series A Term Bonds maturing on September 2, 20\_\_ are redeemed pursuant to Section 3.1 or Section 3.2 hereof, the principal amount of Series A Term Bonds maturing on September 2, 20\_\_ to be subsequently redeemed pursuant to this subsection shall be reduced by the aggregate principal amount of the Series A Term Bonds maturing on September 2, 20\_\_ so redeemed pursuant to Section 3.1 or Section 3.2 hereof, such reduction to be allocated among redemption dates in amounts of \$5,000 or integral multiples thereof, as designated by the County in a written certificate of the County filed with the Fiscal Agent.

In lieu of having the Fiscal Agent deposit cash with the Paying Agent as a mandatory sinking fund payment, the County shall have the option to tender to the Paying Agent

for cancellation any amount of Series A Bonds purchased by the County, which Series A Bonds may be purchased by the County at public or private sale as and when and at such prices as the County may in its discretion determine. The principal amount of any Series A Bonds so purchased by the County and tendered to the Paying Agent in any twelve-month period ending on July 1 in any calendar year shall be credited towards and shall reduce the next mandatory sinking fund payments required to be made in the order in which they are required to be made pursuant to this Section 3.3.

Section 3.4. Selection of Bonds for Redemption. Whenever provision is made in this County Indenture for the redemption of less than all of a Series of Bonds, the Fiscal Agent shall select the Bonds to be redeemed from all Bonds of a Series not previously called for redemption, by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate and fair, subject to compliance with Section 8768 of the Streets and Highways Code as specified in a written certificate of the County. For purposes of such selection, all Bonds of a Series shall be deemed to be comprised of separate \$5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.

Section 3.5. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, with the same interest rate and the same maturity and of the same Series. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County shall be released and discharged thereupon from all liability to the extent of such payment.

Section 3.6. Notice of Redemption. The Paying Agent on behalf and at the expense of the County shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, at least 30 days (or other shorter period upon the consent of the Owners of any Bonds designed for redemption) but not more than sixty 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers (if any) of the Bonds to be redeemed, the Bond numbers and the maturity or maturities (except in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the office of the Paying Agent for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption and with regard to optional redemption in the event that funds required to pay the redemption price are not on deposit under the Paying Agent Agreement at the time the notice of redemption is sent, a statement to the effect that the redemption is conditioned upon the receipt of the appropriate funds required to pay the redemption price by the Paying Agent on or prior to the redemption date. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption. The County has the right to rescind any optional redemption from prepayments of unpaid assessments by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be canceled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full

of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The Paying Agent shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

If the Bonds are issued in book-entry form, notice shall also be provided to the Securities Depositories and the Information Services.

Section 3.7. Effect of Notice and Availability of Redemption Price. Notice of redemption having been duly given as aforesaid, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption: (1) the Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this County Indenture, anything in this County Indenture or in the Bonds to the contrary notwithstanding; (2) upon presentation and surrender thereof at the office of the Paying Agent, such Bonds shall be redeemed at the redemption price; (3) from and after the Redemption Date, the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to accrue interest; and (4) from and after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this County Indenture or to any other rights, except with respect to payment of the redemption price and interest accrued to the Redemption Date from the amounts so made available.

## **ARTICLE IV**

### **FUNDS AND ACCOUNTS**

Section 4.1. Establishment of Funds and Accounts. The following funds and accounts are hereby created and established and shall be maintained by the Fiscal Agent for the administration and control of the proceeds of the Bonds, the Revenues and any related moneys:

(a) Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement Bonds Improvement Fund (the “Improvement Fund”), within which there shall be a separate account with appropriate designations for each Series of New Money Assessment Bonds;

(b) Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement Bonds Escrow Fund (the “Escrow Fund”), within which there shall be a separate account with appropriate designations for each Series of Refunding Assessment Bonds;

(c) Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement Bonds Debt Service Fund (the “Debt Service Fund”), within which there shall be established (A) the Assessment Payment Account (the “Assessment Payment Account”); and (B) the Assessment Prepayment Account (the “Assessment Prepayment Account”);

(d) Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement Bonds Reserve Fund (the “Assessment Bond Reserve Fund”); and

(e) Los Angeles County Energy Program Contractual Assessment Limited Obligation Improvement Bonds Costs of Issuance Fund (the “Costs of Issuance Fund”), within which there shall be a separate account with appropriate designations for each Series of Bonds.

The funds and accounts established herein may be subdivided into accounts and sub-accounts, as applicable, to perform the necessary rebate calculations or to administer the funds as provided in this County Indenture.

Section 4.2. Application of Proceeds of the Series A Bonds. On the Closing Date for the Series A Bonds, the proceeds of the sale of the Series A Bonds in the amount of \$\_\_\_\_\_ shall be paid to the Fiscal Agent and transferred or deposited by the Fiscal Agent as follows:

(a) \$\_\_\_\_\_ in the account within the Improvement Fund established for the Series A Bonds;

(b) \$\_\_\_\_\_ in the Assessment Bond Reserve Fund, constituting the full amount of the Assessment Bond Reserve Requirement; and

(c) \$\_\_\_\_\_ in the account within the Costs of Issuance Fund established for the Series A Bonds.

Section 4.3. Improvement Fund. The Fiscal Agent hereby agrees to maintain the Improvement Fund and the accounts therein, into which shall be deposited the balance of the proceeds of sale of the Bonds pursuant to Section 2.3, after making the deposits to the Escrow Fund required (if any) by Section 4.9, if any. The Fiscal Agent may establish in the Improvement Fund one or more accounts as it may deem necessary or convenient for the purpose of holding the proceeds of separate Series of Bonds. Moneys in the Improvement Fund or in any accounts therein shall be disbursed by the Fiscal Agent to the County in accordance with Section 4.2(a) hereof or as otherwise provided in a written request of the County provided to the Fiscal Agent.

Section 4.4. Debt Service Fund and Accounts. (a) The Fiscal Agent hereby agrees to maintain the Debt Service Fund (the “Debt Service Fund”) and the accounts therein until all payments of principal of and premium (if any) and interest on the Bonds have been made and all of the Bonds have been paid or redeemed. The Fiscal Agent shall establish within the Debt Service Fund an Assessment Payment Account and an Assessment Prepayment Account. All sums received by the County pursuant to the related Contractual Assessment in connection with the collection of Assessment Installments, including any redemption period interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available hereunder or under the 1913 Act or the 1915 Act, shall be deposited and held in the Assessment Payment Account of the Debt Service Fund relating to the Series of Bonds to which such Revenues are pledged as security.

(b) The Paying Agent shall make payments of interest and principal, respectively, due and payable with respect to Bonds from monies which shall be transferred to it by the Fiscal Agent on or before such date from the Assessment Payment Account of the Debt Service Fund on each Interest Payment Date and each Principal Payment Date. In the event of any deficiency in the Assessment Payment Account for payment of principal of and interest on

the Bonds, the Fiscal Agent shall, to the extent available, transfer amounts from the Assessment Bond Reserve Fund to the Assessment Payment Account or directly to the Paying Agent in accordance with Section 4.7 hereof for application first to the payment of interest on the Bonds, and then to the payment of principal due on such Bonds and then to the payment of principal due on such Bonds or any portion thereof called for redemption pursuant to Section 3.2 hereof.

On each September 2 beginning on the first Principal Payment Date, all monies in the Assessment Payment Account in excess of the amount necessary to make the payments of principal of and interest on the Bonds then due or overdue and payable on such date (assuming all Owners entitled to payment on or before such date take or have taken any and all actions necessary on their part to receive amounts due them) shall be applied as follows:

(i) first, the moneys shall be transferred to the Program Expense Fund (in which case such moneys shall be released from the pledge and lien hereunder), unless the Treasurer determines in his sole discretion that amounts then on deposit in the Program Expense Fund are sufficient to pay anticipated costs and expenses to be incurred by the County in connection with administration of LACEP for the next 12 months and anticipated costs and expenses to be incurred by the County, Paying Agent and the Fiscal Agent in connection with the Bonds for the next twelve (12) months, in which event the Treasurer may, but is not required to, apply such excess monies in accordance with paragraphs (ii) and (iii) below;

(ii) second, the remaining moneys shall be transferred to the Reserve Fund to the extent of any deficiency therein, for application in accordance with Section 4.7 hereof; and

(ii) third, any remaining moneys shall be transferred to the Assessment Prepayment Account of the Debt Service Fund for application to the redemption of the Bonds pursuant to Section 3.2 hereof.

(c) Amounts received from, or on behalf of, any property owner as prepayment under the applicable Assessment Contract shall be deposited by the Fiscal Agent in the Assessment Prepayment Account of the Debt Service Fund for application pursuant to Section 4.5(b) hereof. The Fiscal Agent shall deposit in the Assessment Prepayment Account amounts transferred to such account from the Assessment Bond Reserve Fund pursuant to Section 4.7 below. Amounts in the Assessment Prepayment Account shall be used to pay the principal of and redemption premium on Bonds the maturities of which shall have been advanced pursuant to Parts 11 or 11.1 of the 1915 Act, codified as Sections 8750 et seq. and 8760 et seq. of the California Streets and Highways Code. The Paying Agent, at the direction of the Treasurer if the Paying Agent is not the Treasurer, shall advance the maturity of and call Bonds for redemption pursuant to this County Indenture and the 1915 Act whenever and to the extent surplus monies are on deposit in the Assessment Prepayment Account sufficient to pay the principal of Bonds in integral \$5,000 amounts plus the redemption premium thereon. On or after each Redemption Date, or prior thereto with the consent of the Treasurer, upon presentation and surrender thereof, the Paying Agent shall pay the principal of and redemption premium on each Bond the maturity of which has been so advanced from the Assessment Prepayment Account. Interest accrued on each such Bond to the earlier of the payment date or Redemption Date shall be paid from monies transferred to the Paying Agent on or before such date by the Fiscal Agent from the Assessment Payment Account of the Debt Service Fund.



(d) If there is a surplus remaining in any account in the Debt Service Fund after payment of all Bonds and the interest thereon, plus applicable redemption premium (if any), that surplus shall be released from the pledge and lien hereof and transferred to the County to be used for the benefit of the LACEP.

Section 4.5. Assessment Prepayments. (a) The Bonds of a Series shall be prepaid to the extent any owner of assessed land may prepay the Assessment of an Assessment Contract.

(b) Upon prepayment of an Assessment pursuant to subsection (a) above, the Fiscal Agent shall deposit such payment in the Debt Service Fund for payment to Owners of the corresponding Bonds to be redeemed in accordance with Section 3.1. If notice of redemption is given in accordance with Section 3.6 hereof, the Bonds so advanced shall mature and become payable as set forth in Section 3.7 hereof.

Section 4.6. Costs of Issuance Fund. The Fiscal Agent hereby agrees to maintain the Costs of Issuance Fund and the accounts therein. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Fiscal Agent from time to time to pay the Costs of Issuance upon submission of a Disbursement Request of the County, substantially in the form of Exhibit B hereto, stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the applicable account of the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the applicable account of the Costs of Issuance Fund; in each case together with a statement or invoice for each amount requested thereunder. On or before 180 days following the issuance of a Series of Bonds, the Fiscal Agent shall transfer all amounts (if any) remaining in the Costs of Issuance Fund to the Debt Service Fund.

Section 4.7. Assessment Bond Reserve Fund. (a) The Fiscal Agent hereby agrees to maintain and hold in trust a special fund designated the "Assessment Bond Reserve Fund" until all payments of principal of and premium (if any) and interest on the Bonds have been made and all Bonds have been paid or redeemed. At the time of issuance of a Series of the Bonds, there shall be deposited in the Assessment Bond Reserve Fund an amount that will, together with amounts on deposit in the Assessment Bond Reserve Fund, equal the Assessment Bond Reserve Requirement. There shall be maintained in the Assessment Bond Reserve Fund an amount equal to the Assessment Bond Reserve Requirement. Additional deposits shall be made as provided in the 1915 Act and this County Indenture.

The County shall cause the Assessment Bond Reserve Fund to be administered in accordance with Part 16 of the 1915 Act; provided that proceeds from redemption or sale of properties, with respect to which payment of delinquent Assessments and interest thereon was made from the Assessment Bond Reserve Fund, shall be credited to the Assessment Bond Reserve Fund.

(b) Moneys in the Assessment Bond Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds (i) in the event of early prepayment of assessments in an amount which shall equal the ratio of the total amount initially provided for

the Assessment Bond Reserve Fund to the total amount originally assessed in the proceedings for the Bonds said ratio multiplied by the amount of the prepayment, (ii) or in the event that the moneys in the Debt Service Fund are insufficient therefor, and the Fiscal Agent shall withdraw from the Assessment Bond Reserve Fund and deposit in the Debt Service Fund moneys necessary for such purpose.

(c) On each September 2, the Fiscal Agent shall transfer to the Assessment Bond Reserve Fund any excess amounts in the Assessment Payment Account of the Debt Service Fund pursuant to the second paragraph of Section 4.4(b). On each September 2 the Fiscal Agent shall, after making any transfer called for by the preceding sentence, determine whether amounts then on deposit in the Assessment Bond Reserve Fund are less than, equal to or exceed the Assessment Bond Reserve Requirement. Any such excess shall, to the extent permitted by law, be applied by the Fiscal Agent as follows:

(i) First, to the Assessment Payment Account of the Debt Service Fund to be applied to the payment of principal or interest due on the Bonds; and

(ii) Second, to the Assessment Prepayment Account of the Debt Service Fund for application to the redemption of Bonds pursuant to Section 3.2 hereof.

(d) Whenever, after the issuance of the Bonds, an Assessment is prepaid, in whole or in part, as provided in the 1915 Act, the Fiscal Agent, pursuant to a Written Request of the County, shall transfer from the Assessment Bond Reserve Fund to the Debt Service Fund an amount, specified in such Written Request, equal to the product of the ratio of the original amount of the Assessment so paid to the original amount of all unpaid Assessments, times the initial Assessment Bond Reserve Requirement; provided, however, no such transfer shall be made if after the transfer the amounts in the Assessment Bond Reserve Fund then remaining will not equal the Assessment Bond Reserve Requirement. The Fiscal Agent may conclusively rely upon the County's determination that the remaining funds equal the Assessment Bond Reserve Requirement.

(e) So long as no Event of Default shall have occurred and be continuing any amount in the Assessment Bond Reserve Fund in excess of the Assessment Bond Reserve Requirement on December 15 and June 15 of each year shall be withdrawn from the Assessment Bond Reserve Fund by the Fiscal Agent and shall be deposited in the Debt Service Fund.

(f) Whenever the balance in the Assessment Bond Reserve Fund is sufficient to retire all the Outstanding Bonds, whether by advance retirement or otherwise, collection of the principal and interest on the Assessments shall be discontinued and the Assessment Bond Reserve Fund liquidated by the Fiscal Agent in retirement of the Outstanding Bonds, as directed by a Written Request of the County. In the event that the balance in the Assessment Bond Reserve Fund at the time of liquidation exceeds the amount required to retire all of the Outstanding Bonds, the excess shall, after payment of amounts due to the Fiscal Agent, be transferred to the County to be used in accordance with the JPA Act and the 1915 Act.

(g) All amounts remaining in the Assessment Bond Reserve Fund in the year in which the last Assessments become due and payable shall be credited toward said

Assessments and transferred to the Debt Service Fund pursuant to a Written Request of the County.

(h) All or a portion of the Assessment Bond Reserve Requirement may be satisfied by the provision of one or more policies of municipal bond insurance or surety bonds issued by a municipal bond insurer or by a letter of credit issued by a bank, the obligations insured by which insurer or issued by which bank, as the case may be, having ratings at the time of issuance of such policy or surety bond or letter of credit equal to “AA” or higher assigned by Fitch or “Aa” or higher assigned by Moody’s or “AA” or higher assigned by Standard & Poor’s.

Section 4.8. Program Expense Fund. There has been heretofore established a fund within the Energy Fund called the Program Expense Fund and held by the County. There will be deposited in the Program Expense Fund (i) the amounts received by the Treasurer with respect to each parcel in each Fiscal Year in satisfaction of the Annual Administrative Assessment pursuant to the Assessment Contracts and (ii) the amounts, exclusive of Revenues, deducted from Assessments and set-aside to pay the costs and expenses[, up to a maximum of \$\_\_\_\_\_ in each Fiscal Year], incurred by the County in connection with the capitalized costs of establishing and administering LACEP. Amounts on deposit in the Program Expense Fund shall be used by the County to pay for ordinary and necessary costs of administering the levy and collection of the Assessments and all other administrative costs and incidental expenses related to the Series A Bonds, as well as the capitalized costs of establishing and administering LACEP. On each June 30, amounts in excess of the Annual Administrative Assessments expected to be incurred through the next succeeding September 2 may be applied as a credit upon the assessment levied for the upcoming fiscal year for Annual Administrative Assessments. Any surplus remaining in the Program Expense Fund after payment or provision for payment of all Administrative Expenses and other costs in connection with establishing and administering LACEP incurred or expected to be incurred through and including activities relating to the payment in full of the Bonds may be transferred to the County for the benefit of LACEP.

Section 4.9. Escrow Fund; Refunding Assessment Bonds. (a) The Fiscal Agent hereby agrees to maintain the Escrow Fund and the accounts therein, into which shall be deposited net proceeds of Refunding Assessment Bonds to be used to redeem Outstanding Prior Assessment Bonds.

(b) In accordance with Section 9.1 of this County Indenture, upon the issuance of any Series of Refunding Assessment Bonds, the County shall cause to be deposited with the Fiscal Agent in the applicable account of the Escrow Fund the following: (i) the then Outstanding principal amount of the Prior Assessment Bonds being refunded and defeased by such Series of Refunding Assessment Bonds, and (ii) interest accrued and unpaid on such Prior Assessment Bonds to the Redemption Date.

(c) Upon receipt of the moneys described in subsection (b) above, the Fiscal Agent shall pay such moneys to the Owners of the Prior Assessment Bonds for the equal and ratable benefit of such Owners. A Redemption Notice shall be provided by the Fiscal Agent to the Owners of the Prior Assessment Bonds in accordance with Section 3.6.

(d) The County and the Fiscal Agent represent and agree that, concurrently with the initial deposit of the moneys in the applicable account of the Escrow Fund pursuant to this Section 4.8, (i) the Prior Assessment Bonds will no longer be deemed to be Outstanding and unpaid within the meaning and with the effect expressed in Section 9.1 of this County Indenture, [and (ii) the related Authority Revenue Bonds of the Authority will no longer be deemed to be outstanding and unpaid within the meaning and with the effect expressed in the Authority Indenture].

(e) Monies remaining on deposit in any account of the Escrow Fund after payment of all amounts to the Owners of the applicable Series of Prior Assessment Bonds shall be released to the County for the benefit of the LACEP within five (5) Business Days after such payment to the Owners of the applicable Series of Prior Assessment Bonds,

Section 4.10. Investments. (a) Except for any escrow fund established hereunder (and the accounts therein), all moneys in any of the funds or accounts established pursuant to this County Indenture shall be invested by the Fiscal Agent solely in Authorized Investments. All moneys in any escrow fund established hereunder (and the accounts therein) shall be invested by the Fiscal Agent solely in Federal Securities. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account. Moneys in the Debt Service Fund and the accounts therein shall be invested only in obligations which will by their terms mature on such dates as to ensure the timely payment of principal and interest on the corresponding Bonds as the same become due.

(b) All interest or gain derived from the investment of amounts in any of the funds or accounts hereunder shall be deposited in the fund or account from which such investment was made. The Fiscal Agent shall incur no liability for losses arising from any investments made pursuant to this Section.

(c) For the purpose of determining the amount in any fund or account hereunder, the value of investments credited to such fund or account shall be calculated at the cost thereof, excluding accrued interest and brokerage commissions, if any.

(d) The Fiscal Agent shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer for such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any fund or account, any such investments constituting a part of such fund and account shall be valued at their amortized cost.

## **ARTICLE V**

### **COVENANTS**

So long as any of the Bonds issued hereunder are outstanding, the County makes the following covenants with the Owners (to be performed by the County or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the

Bonds; provided, however, that said covenants do not require the County to expend any funds other than the Revenues.

Section 5.1. Compliance with Indenture. The County will faithfully observe and perform all of the conditions, covenants and requirements of this County Indenture required to be observed or performed by it.

Section 5.2. General. The County shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the County under the provisions of this County Indenture. The County warrants that upon the date of execution and delivery of the Bonds, all conditions, acts and things required by law and this County Indenture to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Bonds do exist, have happened and have been performed and the execution and delivery of the Bonds shall comply in all respects with the applicable laws of the State.

Section 5.3. Punctual Payment. The County shall punctually pay or cause to be paid the principal, premium (if any) and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this County Indenture, according to the true intent and meaning thereof, but only out of Revenues and other moneys pledged for such payment as provided in this County Indenture and received by the County or the Fiscal Agent hereunder.

Section 5.4. Extension of Payment of Bonds. The County shall not directly or indirectly extend the maturity dates of the Bonds or the time of payment of interest with respect thereto. Nothing herein shall be deemed to limit the right of the County to issue any securities for the purpose of providing funds for the redemption of the Bonds and such issuance shall not be deemed to constitute an extension of the maturity of the Bonds.

Section 5.5. Protection of Rights. The County will preserve and protect the security of the Bonds and the rights of the Owners against all claims and demands of all persons, and will faithfully perform and abide by all of the covenants, undertakings and provisions contained in this County Indenture or in any Bond issued pursuant to this County Indenture and will contest by court action or otherwise (a) the assertion by any officer of any government unit or any other person whatsoever against the County that (i) the 1915 Act or the Contractual Assessment Law is unconstitutional, (ii) the Assessments are invalid, or (iii) the Assessments cannot be applied by the County to pay debt service on the Bonds, or (b) any other action affecting the validity of the Bonds or diluting the security therefor.

Section 5.6. Against Encumbrances. The County will not encumber, pledge or place any charge or lien upon any of the Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this County Indenture.

Section 5.7. Deferral of Assessments. The County will refrain from directly or indirectly extending or deferring the payment of any Assessment Installment.

Section 5.8. Accounting Records and Statements. The County will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Assessment Installments, and such accounting records shall be available for inspection upon five (5) business days' written notice by any Owner or such Owner's agent duly authorized in writing at reasonable hours and under reasonable conditions.

Section 5.9. Covenant to Foreclose. (a) The County will initiate procedures to determine or cause to be determined if any Assessment was not paid when due during the fiscal year ended the prior June 30. If any such assessment was not paid and if the balance in the Assessment Bond Reserve Fund is less than the Assessment Bond Reserve Requirement, the County shall, upon the written request of the Owners pursuant to Section 8.2(b) hereof, send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner, and if the delinquency remains uncured within 90 days of such notice, order and cause to be commenced, and thereafter prosecute to completion pursuant to Section 8830 et seq. of the California Streets and Highways Code, judicial foreclosure proceedings upon the lien of delinquent unpaid assessments as necessary or desirable to result in assessment revenues sufficient to pay any delinquent principal of or interest on the Bonds and satisfy the Assessment Bond Reserve Requirement. Upon the redemption or sale of the real property responsible for such delinquent Assessment Installments, or resale as provided below, the County shall deposit to the Assessment Bond Reserve Fund, the amount of any delinquency advanced therefrom to the Debt Service Fund for payment of interest on or principal of Bonds.

(b) In the event that real property with an Assessment is neither redeemed by the owner thereof nor sold to a third party purchaser at such foreclosure sale, the County may, but shall not be obligated to, cause a credit bid on behalf of and in the name of the County to be entered in the amount due the County and shall cause a sheriff's deed for said real property to be executed in the name of the County. The proceeds from any resale of such real property on which there is an Assessment shall be applied in the following order: (i) to make any past due payments of principal of or interest on the Bonds, (ii) to restore the Assessment Bond Reserve Fund to the Assessment Bond Reserve Requirement, (iii) to the payment of any continuing costs of the Bonds, and (iv) for the redemption of Bonds pursuant to Section 3.2 hereof with credit for such redemption credited pro rata against all Assessments.

(c) In the event that the Treasurer and the County make the determinations described in the Sections 8770-8772 of the 1915 Act in connection with the prospects of an ultimate loss accruing to the bondholders, the County, the Treasurer and the Fiscal Agent shall take the actions required by Sections 8770-8784 of said Act and Owners of Bonds shall be deemed to have consented to do such things as are required by such Sections of Owners of Bonds.

Section 5.10. Further Assurances. The County will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of its duties under this County Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this County Indenture.

## ARTICLE VI

### **PAYING AGENT AND FISCAL AGENT**

Section 6.1. Paying Agent and Fiscal Agent. The County hereby appoints the Treasurer of the County, or his designated agents, as the Paying Agent and the Auditor, or his designated agents, as the Fiscal Agent for the Bonds.

The Paying Agent is hereby authorized to and shall mail interest payments to the Owners, select Bonds for redemption, give notice of redemption and maintain the Bond Register. The Paying Agent is hereby authorized to and shall pay, from funds on deposit for such purposes hereunder, the principal of and premium, if any, on the Bonds when the same are duly presented to it for payment at maturity or on call and redemption, provide for the registration of transfer and exchange of Bonds presented to it for such purposes, provide for the cancellation of Bonds all as provided in this County Indenture, and provide for the authentication of Bonds, and shall perform all other duties assigned to or imposed on it as provided in this County Indenture. The Paying Agent shall keep accurate records of all Bonds paid and discharged by it.

The Fiscal Agent is also authorized to and shall maintain and administer funds and accounts established pursuant to Section 4.1 hereof. The Fiscal Agent shall keep accurate records of all funds administered by it. The County further authorizes and designates the Auditor to perform those functions of the Fiscal Agent set forth herein which, pursuant to the Contractual Assessment Law and the provisions incorporated therein by reference, are to be performed by the treasurer.

Each of the initially appointed Paying Agent and Fiscal Agent may contract with any third party to perform any or all of their obligations and duties under this County Indenture. The Paying Agent and Fiscal Agent may each be removed by the County and a successor or successors may be appointed. So long as any Bonds are Outstanding and unpaid, the Paying Agent, the Fiscal Agent and any successor or successors thereto designated by the County shall continue to be Paying Agent and Fiscal Agent, respectively, of the County for all of said purposes until the designation of a successor or successors.

Section 6.2. Liability of Paying Agent and Fiscal Agent. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds shall be taken as statements, promises, covenants and agreements of the County, and the Paying Agent and the Fiscal Agent assume no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this County Indenture or of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations set forth herein or in the Bonds or in the certificate of authentication and registration assigned to or imposed upon the Paying Agent or the Fiscal Agent, as applicable. The Paying Agent shall be under no responsibility or duty with respect to the issuance of the Bonds for value. Neither the Paying Agent nor the Fiscal Agent shall be liable in connection with the performance of their respective duties hereunder, except for their respective negligence or default.

Section 6.3. Compensation. The County shall pay, from the Program Expense Fund, to the Fiscal Agent from time to time reasonable compensation for all services rendered under this County Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this County Indenture. Other than funds on deposit in the Program Expense Fund, in no event shall the County be required to expend its own funds hereunder or under the Assessment Contracts.

## **ARTICLE VII**

### **SUPPLEMENTAL INDENTURES**

Section 7.1. Supplemental Indenture Without Owner Consent. The County may from time to time, and at any time, without notice to or consent of any of the Owners enter into such indentures or agreements supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures or agreements shall thereafter form a part hereof) for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this County Indenture or in any supplemental indenture, provided that such action shall not adversely affect the interests of the Owners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the County contained in this County Indenture other covenants, agreements, limitations and restrictions to be observed by the County which are not contrary to or inconsistent with this County Indenture as theretofore in effect;

(c) to modify, alter, amend or supplement this County Indenture in any other respect which is not materially adverse to the interests of the Owners of Bonds Outstanding hereunder [and, in the opinion of Bond Counsel, is not materially adverse to the holders of the related Authority Bonds then Outstanding]; and

(d) to provide for the issuance of any Additional Bonds and to provide the terms of such Additional Bonds, subject to the conditions and upon compliance with the procedure set forth in Section 2.15 hereof.

Section 7.2. Supplemental Indentures with Owner Consent. Except as provided in Section 7.1, the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding [and the holders of not less than sixty percent (60%) in aggregate principal amount of the Authority Bonds then outstanding] shall have the right to consent to and approve the execution of such supplemental indentures as shall be deemed necessary or desirable for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this County Indenture or in any supplemental indenture or agreement; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the scheduled date of the principal payment of any Bond, or the payment date of interest on, any Bond without the consent of the Owner of such



Bond, (b) a reduction in the principal amount of, or redemption price of, any Bond or the rate of interest thereon without the consent of the Owner of such Bond, (c) a reduction in the percentage of Bonds the Owners of which are required to consent to such supplemental indenture, without the consent of the Owners of all Bonds then Outstanding. Except as provided in Section 2.15 hereof, in no event may a modification or amendment provide for the issuance of additional bonds, notes or other evidences of indebtedness payable out of the Revenues.

Section 7.3. Notice of Supplemental Indenture to Owners. If at any time the parties hereto shall desire to enter into an indenture supplemental hereto, which pursuant to the terms of Section 7.2 shall require the consent of the Owners, the County shall cause notice of the proposed supplemental indenture to be mailed, postage prepaid, to all Owners at their addresses as they appear in the Registration Books. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the County for inspection by all Owners. The failure of any Owner to receive such notice shall not affect the validity of such supplemental indenture when consented to and approved as in Section 7.2 provided. Whenever at any time within one year after the date of the first mailing of such notice, the County shall receive an instrument or instruments purporting to be executed by the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed supplemental indenture described in such notice, and shall specifically consent to and approve it substantially in the form of the copy thereof referred to in such notice as on file with the County, such proposed supplemental indenture, when duly executed by the County, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of the requisite aggregate principal amount of the Bonds have consented to the adoption of any supplemental indenture, Bonds which are owned by the County, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the execution and delivery of any indenture supplemental hereto and the receipt of consent to any such supplemental indenture from the Owners of the appropriate aggregate principal amount of Bonds in instances where such consent is required, this County Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this County Indenture of the County, the Fiscal Agent, the Payment Agent and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

## **ARTICLE VIII**

### **DEFAULT**

Section 8.1. Events of Default. Any one or more of the following events shall constitute an “Event of Default”:

(a) Default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) Default in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable; or

(c) Default by the County in the observance of any of the agreements, conditions or covenants on its part in this County Indenture or in the Bonds contained (other than a payment default referred to in subparagraphs (a) and (b) above), and the continuation of such default for a period of 60 days after the County shall have been given notice in writing of such default by any Owner; provided that if within 60 days the County has commenced curing of the default and diligently pursues elimination thereof, such period shall be extended to permit such default to be eliminated.

Section 8.2. Remedies on Default. (a) If any installment of principal or interest on any Bond is not paid when due, the owner of such Bond shall have the right to exercise such rights and remedies as are provided to such owner under the Contractual Assessment Law or under other applicable law.

(b) In the event the County fails to take any action to eliminate an Event of Default under Section 8.1 hereof, the Owners of not less than sixty percent (60%) in aggregate principal amount of Outstanding Bonds [and the holders of not less than sixty percent (60%) in aggregate principal amount of the related series of Authority Revenue Bonds then outstanding] may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under this County Indenture, but only if such Owners have first made written request of the County, after the right to exercise such powers or right of action shall have occurred, and shall have afforded the County a reasonable opportunity either to proceed to exercise the powers granted herein or granted under law or to institute such action, suit or proceeding in its name and unless also, the County shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the County shall have refused or neglected to comply with such request within a reasonable time. Any moneys recovered in such suit, action, mandamus or other proceedings shall be applied first to the payment of the reasonable costs and expenses of the Owners in bringing such suit, action, mandamus or other proceeding, including reasonable compensation to their agents and attorney.

(c) The principal of the Bonds shall not be subject to acceleration.

Section 8.3. Remedies Not Exclusive; Non-Waiver. No remedy conferred hereby upon any Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the 1915 Act, the Contractual Assessment Law, or any other law of the State. No waiver of any default or breach of duty or contract by any Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be

construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Owner shall prevail, said Owner shall be entitled to receive reimbursement for reasonable costs, expenses, outlays and attorney's fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Owners then, and in every such case, the County and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.4. Limited Liability of the County to the Owners; No Liability of the County. Except for the collection of the Revenues and the observance and performance of the other conditions, covenants and terms contained herein or in the 1915 Act or the Contractual Assessment Law required to be observed or performed by it, the County shall not have any obligation or liability to the Owners with respect to this County Indenture or the preparation, authentication, delivery, transfer, exchange or cancellation of the Bonds. The County has determined that no funds of the County will be available to pay principal of, premium, if any, or interest on the Bonds. The County has determined that pursuant to the Contractual Assessment Law, the County will not obligate itself to advance available funds from the County's treasury to cure any deficiency which may occur in the Debt Service Fund.

## **ARTICLE IX**

### **MISCELLANEOUS**

Section 9.1. Defeasance. If all Outstanding Bonds of a Series shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to all Bonds of such Series then Outstanding, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, at or before maturity, an amount which, together with the amounts then on deposit in the corresponding account of the Debt Service Fund, is fully sufficient to pay the principal of and redemption premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable or, in the event of redemption thereof, before their respective Maturity Dates; or

(c) by depositing with the Fiscal Agent Federal Securities in such amount as the County shall determine, as verified by a nationally recognized Independent Public Accountant, will, together with the interest to accrue thereon and moneys then on deposit in the corresponding account of the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of, and premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable;

then, at the election of the County, and notwithstanding that any Bonds of such Series shall not have been surrendered for payment, all obligations of the County under this County Indenture with respect to all Outstanding Bonds of such Series shall cease and terminate, except for (i) the obligation of the Treasurer to pay or cause to be paid to the Owners of the Bonds of such Series

not so surrendered and paid, all sums due thereon, and (ii) the County's obligations under Section 5.3 [; provided that Authority Revenue Bonds issued by the Authority which are secured solely by payments to be made by the County pursuant to the related Bond shall have been paid as provided in the Authority Indenture]. Any funds held by the Fiscal Agent in such account of the Debt Service Fund, at the time of receipt of such notice from the County, which are not required for the purpose above mentioned, shall be transferred to the County to be used for the benefit of the LACEP.

Section 9.2. Cancellation of Bonds. All Bonds surrendered to the Fiscal Agent for payment upon maturity or redemption shall upon payment therefor be canceled immediately and forthwith transmitted to or upon the order of the County. All of the canceled Bonds shall be transferred to and shall remain in the custody of the Fiscal Agent until destroyed by the Fiscal Agent pursuant to due authorization.

Section 9.3. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this County Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds shall be sufficient for the purposes of this County Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his or her authority.

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the extent of the sum or sums so paid. The Fiscal Agent shall not be affected by any notice to the contrary.

Nothing in this County Indenture shall be construed as limiting the Fiscal Agent to such proof, it being intended that the Fiscal Agent may accept any other evidence of the matters herein stated which the Fiscal Agent may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Fiscal Agent in pursuance of such request or consent.

Section 9.4. Provisions Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall

hold the same from time to time, this County Indenture shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Bonds; and the pledge made in this County Indenture and the covenants and agreements herein set forth to be performed on behalf of the County shall be for the equal benefit, protection and security of the owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this County Indenture.

Section 9.5. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this County Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period after such date.

Section 9.6. Disqualified Bonds. In the event of a later transfer of the Bonds in accordance with Section 2.7 hereof, in determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this County Indenture, Bonds which are owned or held by or for the account of the County shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Fiscal Agent shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Fiscal Agent knows to be so owned or held shall be disregarded.

Section 9.7. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this County Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this County Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this County Indenture and the Bonds issued pursuant hereto shall remain valid and the Owners shall retain all valid rights and benefits accorded to them under this County Indenture and the Constitution and laws of the State.

Section 9.8. Notice. Any notice, demand, direction, request or other instrument authorized or required by this County Indenture to be given to or filed with the County, the Paying Agent or the Fiscal Agent shall be deemed to have been sufficiently given or filed for all purposes of this County Indenture if and when delivered to or sent by certified mail, return receipt requested to:

County: County of Los Angeles  
500 West Temple Street, Room 437  
Los Angeles, California  
Attention: Treasurer and Tax Collector

Paying Agent: County of Los Angeles  
500 West Temple Street, Room 437  
Los Angeles, California  
Attention: Treasurer and Tax Collector

Fiscal Agent: County of Los Angeles  
500 West Temple Street, Room 603  
Los Angeles, California  
Attention: Auditor-Controller

All documents received by the Fiscal Agent or the Paying Agent under the provisions of this County Indenture shall be retained in its possession, subject at all reasonable times to the inspection of the County, any Owner, and the agents and representatives thereof.

Section 9.9. No Personal Liability. The County and the officer, agent or employee thereof shall not be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such entity, officer, agent or employee from the performance of any official duty provided by law.

Section 9.10. Employment of Agents by the County. In order to perform its duties and obligations hereunder, the County may employ such persons or entities as it deems necessary or advisable. The County shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

Section 9.11. Counterparts. This County Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 9.12. Headings. Any headings preceding the texts of the several Articles hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this County Indenture, nor shall they affect its meaning, construction or effect.

Section 9.13. Governing Law. All provisions of this County Indenture are to be governed by the laws of the State.

IN WITNESS WHEREOF, the parties have executed this County Indenture effective the date first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair of the Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

TREASURER AND TAX COLLECTOR OF THE  
COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Mark J. Saladino

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
COUNTY COUNSEL

By: \_\_\_\_\_  
Principal Deputy County Counsel

AUDITOR-CONTROLLER OF THE COUNTY  
OF LOS ANGELES

By: \_\_\_\_\_  
Wendy L. Watanabe

**EXHIBIT A**  
**FORM OF BOND**

*[Transfer of this Bond is subject to the restrictions set forth in the herein referenced Indenture.]*

*[If this Bond is issued in book-entry form only: then unless this Bond is presented by an authorized representative of DTC (as defined in the indenture) to the trustee for registration of transfer, exchange or payment, and any Bond executed and delivered is registered in the name of Cede & Co. Or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. Or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co. has an interest herein.]*

United States of America  
State of California  
County of Los Angeles

NUMBER [1] \$ \_\_\_\_\_

COUNTY OF LOS ANGELES  
LOS ANGELES COUNTY ENERGY PROGRAM  
CONTRACTUAL ASSESSMENT LIMITED OBLIGATION IMPROVEMENT  
[REFUNDING] BOND  
SERIES \_\_\_\_ (TAXABLE)

MATURITY DATE      DATED DATE      INTEREST RATE      [CUSIP NUMBER]

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Under and by virtue of Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California (the "Contractual Assessment Law") and the Improvement Bond Act of 1915, Division 10 (commencing with Section 8500) of the Streets and Highways Code (the "1915 Act"), the County of Los Angeles, State of California (the "County") hereby promises to pay (but only out of the Revenues as such term is defined in the Indenture, dated as of \_\_\_\_\_, 20\_\_ (the "Indenture") by and among the County, the Treasurer and Tax Collector of the County, as paying agent (the "Paying Agent") to the registered owner hereof or registered assigns (the "Owner"), and the Auditor-Controller of the County, as fiscal agent (the "Fiscal Agent") to the Owner, on the Maturity Date identified above, subject to any right of prior redemption hereinafter mentioned, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon at a rate of interest determined pursuant to



Resolution No. \_\_\_\_ of the Board of Supervisors (the “Resolution of Issuance”), adopted on [May 25, 2010], in like money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication and registration of this Bond, unless this Bond is authenticated and registered (i) on an Interest Payment Date, in which event interest shall be payable from such date of authentication and registration, (ii) prior to an Interest Payment Date and after the close of business on the 15th day of the month immediately preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) prior to the close of business on February 15, \_\_\_\_\_, in which event it shall bear interest from the Bond Date stated above, until payment of such principal sum shall have been discharged; provided, however, that if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

The principal of this Bond shall be payable on the Maturity Date. Interest on this Bond shall be payable semiannually on March 2 and September 2 (each an “Interest Payment Date”) in each year commencing on \_\_\_\_\_. Principal of and interest on this Bond shall be paid by check of the Paying Agent mailed on or before the Interest Payment Date by first class mail, postage prepaid, or upon satisfaction of certain conditions specified in the Indenture, by wire transfer or any other method acceptable to the Owner, to the person whose name appears in the Registrations Books as the Owner of such Bond as of the 15<sup>th</sup> day of the calendar month immediately preceding each Interest Payment Date, to the address of that person on the Registration Books, provided that the payment of principal of the Bond on the Maturity Date and the payment of the principal of the Bond and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Paying Agent in Los Angeles, California.

This Bond shall bear interest until the principal amount has been paid; provided, however, that if at the Maturity Date, or if at the redemption date of any principal amount of this Bond which has been duly called for redemption as provided in the Indenture, funds are available for the payment or redemption thereof in full accordance with the terms of the Indenture, such principal amount shall then cease to bear interest.

This Bond is subject to redemption as set forth in the Indenture.

This Bond is issued by the County under the Contractual Assessment Law, the 1915 Act and the Indenture for the purpose of funding disbursements under certain assessment contracts in connection with the Los Angeles County Energy Program established by the Board of Supervisors of the County pursuant to the Contractual Assessment Law. The obligation of the County to make payments of principal and interest on this Bond is a limited obligation secured only as set forth in the Indenture.

This Bond is secured by the Revenues, including the moneys in the Series \_\_\_\_\_ Account of the Debt Service Fund, and is payable exclusively out of such account. This Bond and interest thereon are not secured by any other funds of the County. Neither the credit nor the taxing power of the County is pledged for the payment of this Bond or the interest thereon, and no Owner of this Bond may compel the exercise of any taxing power by the County or force the forfeiture of any of its properties. The principal of, and premium (if any) and interest

on this Bond are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the properties of the County, or upon any of their income, receipts or revenues, other than the Revenues and the funds described in the Indenture.

This Bond is transferable by the Owner hereof, in person or by the Owner's attorney duly authorized in writing, at the office of the Paying Agent, subject to the terms and conditions provided in the Indenture, including the payment of certain charges, if any, upon exchange, transfer, surrender or cancellation of this Bond. Upon transfer, a new registered Bond or Bonds, of [any authorized denomination or denominations], of the same maturity, and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Paying Agent shall not be required to exchange or register the transfer of Bonds during the 15 days immediately preceding any Interest Payment Date or of any Bonds selected for redemption in advance of maturity.

The Paying Agent and the County may treat the Owner hereof as the absolute owner for all purposes, and the Paying Agent and the County shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of \$5,000 or any integral multiple thereof, or in such other denomination or denominations as determined by the Treasurer in accordance with the Indenture, is subject to redemption and payment prior to maturity as set forth in the Indenture.

This Bond shall not be entitled to any benefit under the 1915 Act or the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Paying Agent.

[The remainder of this page is intentionally left blank.]

THE COUNTY HAS CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and laws of the State of California and the Indenture to exist, to have happened and to have been performed precedent to and in the execution, authentication and the delivery of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by law and the Indenture.

IN WITNESS WHEREOF, the County has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signatures of its Treasurer and Executive Officer of the Clerk of the Board of Supervisors, all as of the dated date identified above.

---

Executive Officer Clerk of the Board of  
Supervisors of the County of Los Angeles

---

Treasurer and Tax Collector of the  
County of Los Angeles

#### PAYING AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture which has been authenticated and registered on the \_\_ day of \_\_\_\_\_, 20\_\_.

TREASURER AND TAX COLLECTOR OF THE  
COUNTY, as Paying Agent

By: \_\_\_\_\_

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_,  
whose tax identification number is \_\_\_\_\_, the within-mentioned registered Bond and hereby  
irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney  
to transfer the same on the books of the Fiscal Agent with full power of substitution in the  
premises.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
NOTE: The signature(s) on this Assignment  
must correspond with the name(s) as written on  
the face of the within Bond in every particular  
without alteration or enlargement or any change  
whatsoever.

\_\_\_\_\_  
NOTICE. Signature must be guaranteed by a  
member of an institution which is a participant  
in the Securities Transfer Agent Medallion  
Program i STAMP or other similar program.

**EXHIBIT B**

**(LETTERHEAD OF THE APPLICABLE DEPARTMENT OF THE  
COUNTY OF LOS ANGELES)**

**PAYMENT REQUEST FORM**

Auditor-Controller, as Fiscal Agent  
500 West Temple Street, Room 603  
Los Angeles, CA 90012

SUBJECT: REQUEST FOR PAYMENT OF COSTS OF ISSUANCE  
COUNTY OF LOS ANGELES  
LOS ANGELES COUNTY ENERGY PROGRAM  
CONTRACTUAL ASSESSMENT LIMITED OBLIGATION IMPROVEMENT BONDS,  
SERIES \_\_

The Fiscal Agent is hereby requested to pay from the Costs of Issuance Fund established pursuant to the Indenture, dated as of \_\_\_\_\_ 1, 2010, executed by and among the County of Los Angeles, the Treasurer and Tax Collector of the County of Los Angeles, as Paying Agent, and the Auditor-Controller of the County of Los Angeles, as Fiscal Agent, to the person, corporation or other entity designated below as Payee, the sum set forth below such designation, in payment of the Costs of Issuance described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the Costs of Issuance described below and has not formed the basis of any prior request for payment.

Payee:

Address:

Amount: \$ \_\_\_\_\_

Description:

Description of Costs of Issuance or portion thereof accepted by the County of Los Angeles and authorized to be paid to the Payee.

Executed by the Authorized  
Representative of the County  
of Los Angeles

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Payment Request No. \_\_\_\_\_

Attachment: (Attach duplicate original of Payee's statement(s) or invoice(s))

**EXHIBIT C**  
**SCHEDULE OF ASSESSMENT CONTRACTS**

**INDENTURE**

**Dated as of \_\_\_\_\_, 2010**

**by and among**

**LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY,**

**COUNTY OF LOS ANGELES, CALIFORNIA,**

**TREASURER AND TAX COLLECTOR OF THE COUNTY OF LOS ANGELES  
as the Paying Agent**

**and**

**AUDITOR-CONTROLLER OF THE COUNTY OF LOS ANGELES  
as the Fiscal Agent**

**\$ \_\_\_\_\_  
Los Angeles County Public Works Financing Authority  
Los Angeles County Energy Program  
Contractual Assessment Revenue Bonds, Series A**



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## INDENTURE

This INDENTURE (the “Indenture”), dated as of \_\_\_\_\_ 1, 2010, is executed by and among the County of Los Angeles (the “County”), a political subdivision of the State of California (the “State”), the Los Angeles County Public Works Financing Authority (the “Authority”), a joint exercise of powers entity formed by agreement under the Constitution and the laws of the State, the Treasurer and Tax Collector of the County, as paying agent (the “Paying Agent”) on behalf of the owners of the herein described Bonds, and the Auditor-Controller of the County, as fiscal agent (the “Fiscal Agent”) on behalf of the owners of the herein described Bonds.

WHEREAS, Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California (the “Contractual Assessment Law”) authorizes counties to assist free and willing property owners in financing the installation of distributed generation renewable energy sources and energy and water efficiency improvements (the “Improvements”) that are permanently fixed to residential, commercial, industrial or other real property through a contractual assessment program; and

WHEREAS, the Board of Supervisors (the “Board of Supervisors”) of the County, previously approved a resolution (the “Resolution of Intention”) declaring its intention to order the implementation of a contractual assessment program to finance the acquisition, construction and installation of the Improvements pursuant to the Contractual Assessment Law; and

WHEREAS, following notice duly given and a hearing in accordance with applicable law, the Board of Supervisors approved a resolution which, among other things, authorized the establishment of the Los Angeles County Energy Program (the “LACEP”) to finance the acquisition, construction and installation of the Improvements on properties in the County through the use of contractual assessments pursuant to the Contractual Assessment Law; and

WHEREAS, pursuant to LACEP, the County will enter into contractual assessment agreements (each, an “Assessment Contract”) with free and willing property owners (the “Property Owners”) pursuant to which the County will assist in financing the acquisition, construction and installation of Improvements on or in such owners’ respective properties and levy contractual assessments (each, an “Assessment”) on the applicable properties in the amounts set forth in the Assessment Contracts; and

WHEREAS, the Authority will issue Los Angeles County Energy Program Contractual Assessment Revenue Bonds (the “New Money Bonds”) from time to time in one or more series under and pursuant to the JPA Act and this Indenture for the purpose of funding loans (the “Loans”) to the County, which will disburse such amounts and any other moneys available therefor to free and willing property owners to finance the Improvements pursuant to LACEP; and

WHEREAS, the Authority may issue Los Angeles County Energy Program Contractual Assessment Revenue Refunding Bonds (the “Refunding Bonds” and, together with

the New Money Bonds, the “Bonds”) from time to time in one or more series under and pursuant to the JPA Act and this Indenture for the purpose of refinancing the bonds referenced above; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, and to secure the payment of the principal thereof and premium, if any, and interest thereon, the County and the Authority have authorized the execution and delivery of this Indenture; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Indenture do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Indenture;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

## ARTICLE I

### **DEFINITIONS; RULES OF CONSTRUCTION; AUTHORIZATION AND PURPOSE OF BONDS**

Section 1.1. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings for purposes of this Indenture:

“1913 Act” means The Municipal Improvement Act of 1913, being Division 12 of the Streets and Highways Code of the State.

“1915 Act” means The Improvement Bond Act of 1915, being Division 10 of the Streets and Highways Code of the State.

“Additional Bonds” means one or more series of bonds issued pursuant to this Indenture subsequent to the issuance of the Series A Bonds.

“Administrative Expenses” means (i) the ordinary and necessary costs of administering the levy and collection of the Assessments and all other administrative costs and incidental expenses related to the Bonds, including, but not limited to, any annual audit fees, Paying Agent fees, Fiscal Agent fees and such other costs as are paid or payable from amounts collected pursuant to Sections 8682, 8682.1 or 10312 of the California Streets and Highway Code and (ii) capitalized costs of establishing and administering LACEP.

“Annual Administrative Assessment” means the annual assessment levied against the properties of owners participating in LACEP to pay the ordinary and necessary costs incurred by the County in connection with the administration and collection of the Assessments, from the administration or registration of any associated bonds, including the Bonds, securities or other financing arrangements, and from the administration of the Reserve Fund or other related funds.

“Assessment Contracts” means, as to each Loan, the agreements by and between the County and free and willing property owners participating in LACEP and identified in Exhibit B to the related Loan Agreement, pursuant to which the County agrees to provide financing to such property owners for the acquisition, construction and installation of Improvements to such owners’ properties.

“Assessment Installments” means, as to each Loan, the installments of principal, interest and premium, if any, to be paid on the unpaid Assessments by certain property owners pursuant to the terms of the related Assessment Contracts. The term “Assessment Installments” does not include the Annual Administrative Assessment.

“Assessment Revenues” means, as to each Loan, the revenues received by the County in each Fiscal Year from the collection of the annual Assessment Installments, including any interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available under the related Assessment Contracts or under the Contractual Assessment Law.

“Assessments” means, as to each Loan, the unpaid assessments levied by the County pursuant to the Contractual Assessment Law and the related Assessment Contracts constituting a first lien and charge upon certain real properties in the County.

“Auditor” means the Auditor-Controller of the County.

“Authority” means the Los Angeles County Public Works Financing Authority created pursuant to the JPA Act, together with its successors and assigns.

“Authority Board” means the Board of Directors of the Authority.

“Authorized Investment” means any legal investment of Authority funds.

“Authorized Representative of the Authority” means the Treasurer of the Authority and any other person designated by such officers or authorized to act on behalf of the Authority under or with respect to this Indenture and all other agreements related hereto.

“Authorized Representative of the County” means the Treasurer, the Auditor, the Program Administrator or any other person designated by such officers and authorized to act on behalf of the County under or with respect to this Indenture and all other agreements related hereto.

“Authority Treasurer” means the Treasurer of the Authority.

“Board of Supervisors” means the Board of Supervisors of the County.

“Bond Date” means the dated date of the Bonds, which shall be the Closing Date.

“Bonds” means the contractual assessment revenue bonds authorized by and at any time Outstanding pursuant to the provisions of this Indenture and as designated pursuant to Section 2.3 hereof, including the Series A Bonds and any Additional Bonds.

“Business Day” means any day other than (i) a Saturday or a Sunday, (ii) a day on which banking institutions in the State or the Federal Reserve System are authorized or obligated by law or executive order to be closed, or (iii) a day on which the County offices are closed on account of an official holiday recognized by the County.

“Closing Date” means, with respect to each Series of Bonds the date of initial delivery of such Series of Bonds.

“Contractual Assessment Law” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10, and all laws amendatory thereof or supplemental thereto.

“Costs of Issuance” means all of the costs of issuing the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Indenture, the Bonds and any and all other agreements, instruments, certificates or other documents issued in connection therewith; legal fees and expenses of counsel with respect to the issuance of the Bonds; fees and expenses of the financial advisor with respect to the issuance of the Bonds; underwriters’ fees; the initial fees and expenses of the Fiscal Agent and the Paying Agent, if any (including without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance of the Bonds or the implementation of the financing for the Loans to the extent such fees and expenses are approved by the Authority.

“County” means the County of Los Angeles, a political subdivision of the State.

“Debt Service Fund” means the fund created and established pursuant to Section 4.1 hereof.

“DTC” means The Depository Trust Company in New York, New York.

“Energy Fund” means the Energy Fund established pursuant to Resolution No. \_\_\_\_\_ of the Board of Supervisors, adopted on May 25, 2010.

“Escrow Fund” means the fund by that name created and established pursuant to Section 4.1 hereof.

“Event of Default” means any occurrence or event specified in and defined by Section 8.1 hereof.

“Federal Securities” means any of the following which at the time of investment are legal investments under the laws of the State of California for the funds proposed to be invested therein: (a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America); and (b) obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

“Fiscal Agent” means (i) the Auditor or his designated agent or (ii) any bank, trust company, national banking association or other financial institution appointed as fiscal agent for the Bonds in the manner provided in this Indenture.

“Fiscal Year” means any twelve-month period extending from July 1st in one calendar year to June 30th of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

“Improvements” means the qualifying distributed generation renewable energy sources and energy and water efficiency improvements acquired, constructed and/or installed on or in properties in the County under LACEP and the related Assessment Contracts.

“Indenture” means this Indenture, dated as of \_\_\_\_\_ 1, 2010, by and among the County, the Authority, the Paying Agent and the Fiscal Agent, as amended or supplemented pursuant to the terms hereof.

“Independent Public Accountant” means any certified public accountant or firm of certified public accountants appointed and paid by the Authority or the County who, or each of whom (i) is in fact independent and not under domination of the Authority or the County; (ii) does not have any substantial interest, direct or indirect, in the Authority or the County; and (iii) is not connected with the Authority or the County as an officer or employee of the Authority or the County but who may be regularly retained to make annual or other audits of the books of, or reports to, the Authority or the County.

“Information Services” means Financial Information, Inc.’s “Daily Called Bond Services,” 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Moody’s Investors Service “Municipal and Government,” 99 Church Street, 8th Floor, New York, New York 10007, Attention: Municipal News Reports; Kenny S&P, “Notification Department,” 55 Water Street, 45th Floor, New York, New York 10041; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to the Bonds to be redeemed as the County may designate in a Written Request of the Authority filed with the Fiscal Agent.

“Interest Payment Date” means, with respect to any Bond, March 2 and September 2 in each year, beginning on March 2 in the year immediately succeeding the August deadline by which the Assessments of the applicable Assessment Contracts have been enrolled on the County tax roll, and continuing thereafter so long as any Bonds remain Outstanding.

“JPA Act” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended) and all laws amendatory thereof or supplementing thereto.

“LACEP” means the Los Angeles County Energy Program established pursuant to Resolution No. \_\_\_\_\_ of the Board of Supervisors, adopted on [May 25, 2010] under the Contractual Assessment Law.



“Loan” means each loan of proceeds of Bonds by the Authority to the County pursuant to the terms of the related Loan Agreement for purposes of financing Improvements in accordance with LACEP and the related Assessment Contracts.

“Loan Agreement” means each Loan Agreement between the Authority, as lender, and the County, as borrower, with respect to each Series of Bonds, as originally executed and as may be amended or supplemented from time to time in accordance with the terms thereof.

“Loan Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 4.1 hereof.

“Loan Payment Account” means the account by that name established and held by the Fiscal Agent pursuant to Section 4.1 hereof with respect to each Series of Bonds issued hereunder.

“Loan Prepayment Account” means the account by that name established and held by the Fiscal Agent pursuant to Section 4.1 hereof with respect to each Series of Bonds issued hereunder.

“Maturity Date” means the date specified in any Bond on which the principal of such Bond becomes due and payable.

“New Money Bonds” means Bonds issued to finance Improvements in accordance with LACEP and the related Assessment Contracts.

“Outstanding” means, subject to the provisions of Section 9.6 hereof, all Bonds theretofore or thereupon being authenticated and delivered by the Paying Agent under this Indenture except:

- (1) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;
- (2) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Paying Agent pursuant to this Indenture;
- (3) From and after the date fixed for redemption, Bonds or portions thereof designated for redemption for which notice of redemption has been duly given and the amount necessary for redemption has been made available for that purpose; and
- (4) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Fiscal Agent in accordance with Section 9.1 hereof (whether on or prior to the maturity or Redemption Date of such Bonds).

“Owner” when used with respect to any Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books maintained by the Fiscal Agent.

“Paying Agent” means the Treasurer and its designated agents, any third party contractor serving as Paying Agent, and their successors or assigns, acting in the capacity of registrar, paying agent and transfer agent. The Treasurer is authorized to contract with any third party to perform the services of Paying Agent under this Indenture.

“Principal Payment Date” means September 2 of each year, commencing September 2, 20\_\_ with respect to the Series A Bonds.

“Prior Bonds” means any or all (as the context may require) Series of Bonds designated for refunding with proceeds of a Series of Refunding Bonds.

“Prior Loan” means the loan or loans relating to the Prior Bonds.

“Prior Loan Agreement” means the loan agreement pursuant to which the Authority loaned proceeds of the Prior Bonds to the County.

“Program Administrator” means the Director of the Internal Services Department of the County, pursuant to the Resolution of Intention, or any designee of such officer.

“Program Expense Fund” means the fund by that name and established in the Energy Fund held by the County in connection with the Annual Administrative Assessment and other amounts received for payment of Administrative Expenses and administered pursuant to the Loan Agreement.

“Record Date” means, with respect to any Interest Payment Date, the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

“Redemption Date” means, with respect to any Bonds, the date on which such Bonds have been called for redemption pursuant to Section 3.1 or Section 3.2 of this Indenture prior to their Maturity Date.

“Redemption Notice” has the meaning provided in Section 3.6 hereof.

“Refunding Bonds” means Bonds issued to finance the refunding of bonds outstanding under this Indenture or other issuance instrument and secured by loan proceeds derived from payments of Assessments.

“Registration Books” means the records maintained by the Paying Agent pursuant to Section 2.9 hereof for the registration and transfer of ownership of the Bonds.

“Representation Letter” means the Blanket Letter of Representations delivered upon or prior to the issuance of the Bonds to DTC by the Authority.

“Reserve Fund” means the fund created and established pursuant to Section 4.1(d) hereof.

“Reserve Requirement” means, as of the date of any calculation, which calculation shall be made by the Fiscal Agent, an amount equal to the least of (i) \_\_\_\_\_ or (ii) 10 percent of the total amount of Assessments relating to the Bonds hereunder. The Reserve Requirement shall be calculated upon each Loan prepayment pursuant to Section [3.2] in connection a payment or prepayment of an Assessment pursuant to Section 8881 and Section 8884 of the 1915 Act.

“Resolution of Intention” means Resolution No. \_\_\_\_\_ of the Board of Supervisors adopted on April 6, 2010.

“Resolution Establishing LACEP” means Resolution No. \_\_\_\_\_ of the Board of Supervisors adopted on May 25, 2010.

“Revenues” means (a) all amounts paid by the County to the Authority or the Fiscal Agent pursuant to the applicable Loan Agreement other than administrative fees and expenses and indemnity against claims payable to the Authority and the Fiscal Agent, (b) all moneys deposited and held from time to time by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds, and (c) investment income with respect to any moneys held by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds.

“Securities Depository” means The Depository Trust Company, 55 Water Street, 50th Floor, New York, N.Y. 10041-0099 Attn. Call Notification Department, Fax (212) 855 7232, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories, or no such depositories, as the County may indicate in a Written Request of the Authority delivered to the Paying Agent.

“Series” means each Series of Bonds issued and designated pursuant to and in accordance with Section 2.1, Section 2.3 or Section 2.15 hereof.

“Series A Bonds” means the Authority’s Los Angeles County Energy Program Contractual Assessment Revenue Bonds, Series A.

“State” means the State of California.

“Supplemental Indenture” means any indenture adopted by the parties hereto amendatory of or supplemental to this Indenture.

“Treasurer” means the Treasurer and Tax Collector of the County.

“Written Request of the Authority” means a request in writing signed by an Authorized Representative of the Authority.

Section 1.2. Rules of Construction. All references in this Indenture to “Sections,” and other subdivisions, unless indicated otherwise, are to the corresponding Sections or subdivisions of this Indenture; and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Indenture as a whole and not to any particular Section or subdivision hereof.

Section 1.3. Authorization and Purpose of Bonds. The Authority Board has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized, pursuant to each and every requirement of law, to issue the Bonds in the manner and form as in this Indenture provided. The Authority Board hereby authorizes the issuance of the Bonds pursuant to the JPA Act and this Indenture for the purpose of providing funds to make the Loans to the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

## **ARTICLE II**

### **THE BONDS**

Section 2.1. Authorization and Purpose of Bonds; Equality of Bonds; Pledge; Limited Liability

(a) The Authority is hereby authorized and directed to execute, and the Fiscal Agent is hereby authorized and directed upon written request of an Authorized Representative of the Authority to authenticate and deliver the Bonds. The Authority may authorize the execution, authentication and delivery of Additional Bonds at any time after the execution, authentication and delivery of the Bonds only as provided in Section 2.15 hereof, which Additional Bonds shall contain such additional designation as may be determined by the Authority, including the designation of Refunding Bonds, as appropriate. The Bonds may be issued in book-entry form or certificate form.

(b) The Authority hereby pledges and assigns to the Paying Agent and the Fiscal Agent, as applicable, in trust for the protection and security of the Owners, all of its right, title and interest in the Revenues, including the payments derived from Assessment Installments and any foreclosure proceedings relating thereto, for the payment of principal of, premium (if any) and interest on the Bonds. The Bonds shall be and are equally secured by a pledge of and lien upon the Revenues.

(c) The Bonds and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of the Bonds or the interest thereon, and no Owner of the Bonds may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on the Bonds are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues.

Section 2.2. Collection of Assessments. (a) The Assessment Installments shall be payable as provided in the Assessment Contracts and shall be payable in the same manner and at the same time and in the same installments as general taxes on real property are payable, and become delinquent at the same times and in the same proportionate amounts and bear the same

proportionate penalties and interest after delinquency as do general taxes on real property. Nothing in this Indenture or in any Supplemental Indenture shall preclude the redemption prior to maturity of any Bonds or the payment of the Bonds from proceeds of refunding bonds issued under any law of the State.

(b) Except for the collection of the Assessment Installments and the observance and performance of the other conditions, covenants and terms contained herein or in the 1915 Act or the Contractual Assessment Law required to be observed or performed by it, the County shall not have any obligation or liability to the Owners with respect to this Indenture or the Bonds.

Section 2.3. Issuance of Series A Bonds; Description of Series A Bonds. (a) The Series A Bonds shall consist of such Bonds designated generally as “Los Angeles County Public Works Financing Authority Los Angeles County Energy Program Contractual Assessment Revenue Bonds, Series A”. Series A Bonds in the aggregate principal amount not to exceed \$\_\_\_\_\_ shall be issued for the purposes of funding one or more Loans to the County, which will disburse such amounts and any other moneys available therefor to free and willing property owners to finance the Improvements pursuant to LACEP.

(b) The Series A Bonds may be issued in one or more subseries, with the principal amount of each subseries of Series A Bonds to be determined by the Treasurer.

(c) Each Series of Bonds shall bear a series designation as determined by the Authority.

(d) The Series A Bonds shall be issued only in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority. The Series A Bonds shall be dated as of their date of delivery and shall mature and be payable on September 2 in the years and in the principal amounts and shall bear interest as set forth below:

**Los Angeles County Energy Program  
Contractual Assessment Revenue Bonds, Series A**

<b>Maturity Date (September 2)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
	\$	

The interest rate for the Series A Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

(e) If the Series A Bonds are issued in book-entry form, the Series A Bonds shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. If the Series A Bonds are issued in certificate form, the Series A Bonds shall be initially registered pursuant to Section 2.5 hereof. The Series A Bonds shall be evidenced by a single fully registered bond in the principal amount of the Series A Bonds.

Section 2.4. Medium and Payment. Principal of, and premium (if any) and interest on the Bonds shall be payable in lawful money of the United States of America. The principal of each Series of Bonds shall be payable on the respective Maturity Date set forth in the applicable Bonds. Interest with respect to each Bond shall accrue from the respective Bond Date. Interest on any Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest shall be payable from the Bond Date; provided, however, that if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

Principal of and interest on any Bond shall be paid by check of the Paying Agent mailed on or before the Interest Payment Date by first class mail, postage prepaid, to the person whose name appears in the Registration Books as the Owner of such Bond as of the close of business on the Record Date, to the address that appears on the Registration Books, provided that the payment of principal of the Bonds on the final Maturity Date and the payment of the principal of the Bonds and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Paying Agent. In addition, upon a request in writing received by the Paying Agent on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner.

Each Bond shall bear interest until its principal sum has been paid; provided, however, that if at the Maturity Date of any Bond, or if at the Redemption Date of any Bond which has been duly called for redemption as herein provided, funds are available for the payment or redemption thereof in full accordance with the terms of this Indenture, the Bond shall then cease to bear interest.

Section 2.5. Form of Bonds and Certificate of Authentication and Registration. The Bonds shall be initially issued in the form of a fully registered bond or bonds registered in the name of the purchaser thereof. The form of the Bond, the form of the certificate of authentication and the form of registration thereon shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference, with any necessary or appropriate variations, omissions and insertions as permitted or required hereunder. The Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this Indenture as may be appropriate.

Section 2.6. Execution and Authentication. The Bonds shall be executed by the manual or facsimile signature of the Chair of the Authority and attested by the manual or facsimile signature of the Treasurer of the Authority. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed have been authenticated and delivered by the Paying Agent (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Bonds had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication and registration, in the form set forth in Exhibit A hereto, executed by the manual signature of the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication and registration shall be entitled to any right or benefit under this Indenture, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication and registration shall have been duly executed by the Paying Agent.

Section 2.7. Registration of Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Paying Agent and duly executed by the Owner or his or her duly authorized attorney. Bonds may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations. The Authority and the Paying Agent will not charge for any new Bond issued upon any exchange, but may require the Owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the Paying Agent shall authenticate and deliver a new Bond or Bonds; provided that the Paying Agent shall not be required to register transfers or make exchanges during the 15 days immediately preceding any Interest Payment Date, and, of (i) Bonds for a period of 15 days next preceding the date of any selection of Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

Section 2.8. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond shall become mutilated, the Chair of the Authority, at the expense of the Owner of such Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver a new Bond of like Series, tenor, date, maturity and aggregate principal amount in authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be cancelled and destroyed. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence is satisfactory to the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the Chair of the Authority, at the expense of the Owner, shall execute, the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor and maturity numbered and dated as the Paying Agent shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been

called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Fiscal Agent). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this Section 2.8 and of the expenses which may be incurred by the Authority and the Paying Agent. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to have been lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds secured hereby. The Paying Agent shall not treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be executed, authenticated and delivered hereunder, but both the original and replacement Bond shall be treated as one and the same.

Section 2.9. Registration Books. The Paying Agent will keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as he or she may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as herein provided.

The Authority and the Paying Agent may treat the Owner of any Bond whose name appears on the Registration Books as the absolute Owner of such Bond for any and all purposes, and the Authority and the Paying Agent shall not be affected by any notice to the contrary. The Authority and the Paying Agent may rely on the address of the Owner as it appears in the Registration Books for any and all purposes. It shall be the duty of each Owner to give written notice to the Authority and the Paying Agent of any change in such Owner's address so that the Registration Books may be revised accordingly.

Section 2.10. Special Provisions as to Bonds Issued In Book-Entry Form. The following provisions shall apply only if the Bonds are issued in book-entry form:

(a) Except as otherwise provided in subsections (b) and (c) of this Section 2.10, all of the Bonds initially executed and delivered hereunder shall be registered in the name of Cede & Co., as nominee for DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. Payment of the principal of and interest on each Bonds registered in the name of Cede & Co. shall be made to the account, in the manner and at the address indicated in or pursuant to the Representation Letter delivered to DTC by the Authority.

(b) The Bonds executed and delivered pursuant to this Section 2.10 shall be in the form of a single authenticated fully registered bond for each maturity of Bond. The ownership of all such Bonds shall be registered in the registration books maintained by the Paying Agent pursuant to Section 2.09 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC may request. The Paying Agent, the Authority and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of and interest on such Bonds, selecting any Bonds or portions thereof to be prepaid, giving any notice permitted or required to be given to an Owner under this Indenture, registering the transfer of Bonds, obtaining any consent or other action to be taken by the Owners and for all other purposes whatsoever; and neither the Paying Agent, the Authority nor the County shall be affected by any notice to the contrary. Neither the Paying Agent nor the County shall have any responsibility or obligation to any Participant (which shall



mean, for purposes of this Section 2.10, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the registration records as being an Owner, with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or any Participant of any amount in respect of the principal or interest represented by such Series A Bonds; (iii) any notice which is permitted or required to be given to the Owners under this Indenture; (iv) the selection by DTC or any Participant of any person to receive payment in the event, if any, of a partial prepayment of the Bonds; or (v) any consent given or other action taken by DTC as Owner. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Bonds will be transferable to such new nominee in accordance with subsection (f) of this Section 2.10.

(c) In the event that the Authority determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain bonds, the Paying Agent shall, upon the written instruction of the Authority, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of Bonds. In such event, the Bonds will be transferable in accordance with subsection (f) of this Section 2.10. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice of such discontinuance to the County, the Authority or the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event, the Bonds will be transferable in accordance with subsection (f) of this Section 2.10. Whenever DTC requests the County, the Authority or the Paying Agent to do so, the Paying Agent, the Authority and the County will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all Bonds evidencing the Bonds then Outstanding. In such event, the Bonds will be transferable to such securities depository in accordance with subsection (f) of this Section 2.10, and thereafter, all reference in this Indenture to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as all Bonds Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal and interest represented by each such Bond and all notices with respect to each such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) The Authority shall execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Indenture.

(f) In the event that any transfer or exchange of Bonds is authorized under subsection (b) or (c) of this Section 2.10, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the registered owner thereof of the Bonds to be transferred or

exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Section 2.7. In the event Bonds are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, another securities depository as holder of all the Bonds, or the nominee of such successor securities depository, the provisions of Section 2.3, Section 2.9 and Article III shall also apply to, among other things, the registration, exchange and transfer of the Bonds and the method of payment of principal of, premium, if any, and interest on the Bonds.

Section 2.11. Validity of the Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Improvements or upon the performance by any person of such person's obligation with respect to the Improvements.

Section 2.12. Refunding of Bonds. The Bonds may be refunded by the Authority in accordance with Section 4.8 and may be refunded at any other time by the Authority as permitted by and in accordance with this Indenture and applicable law including, but not limited to, the JPA Act.

Section 2.13. Unclaimed Money. To the extent permitted by law, all money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the Authority; provided, however, that the Paying Agent, before making such payment, shall cause notice of unclaimed money to be mailed to the Owners of such Bonds, by first class mail, postage prepaid. Thereafter, the Owners of such Bonds shall look only to the Authority for payment and then only to the extent of the amount so received without any interest thereon.

Section 2.14. Nonpresentment of Bonds. Except as otherwise provided in Section 2.13 hereof, in the event any Bonds shall not be presented for payment when the principal or redemption price thereof becomes due, if funds sufficient to pay such Bonds shall be held by the Paying Agent for the benefit of the Owners thereof, all liability of the Authority to the Owners thereof shall forthwith cease and be completely discharged and thereupon it shall be the duty of the Paying Agent to hold such funds (subject to Section 2.13 hereof), without liability for interest thereon, for the benefit of the Owners of such Bonds, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on or with respect to such Bonds.

Section 2.15. Additional Bonds. (a) The Authority hereby authorizes and approves the issuance of Additional Bonds for the purpose of financing further County disbursements under and in accordance with the LACEP, which Additional Bonds shall be issued and delivered pursuant to Supplemental Indentures and agreements, including additional Loan Agreements and bond purchase agreements, as may be approved by the Authority Board from time to time.

The Authority may issue bonds of equal security with that of the Bonds payable from the Assessment Installments as provided herein on a parity with any Bonds theretofore issued hereunder, but only subject to the following conditions:

(i) The issuance of such Bonds shall have been authorized under and pursuant to the JPA Act and under and pursuant hereto and shall have been provided for by a supplemental indenture which shall specify the following:

(1) The proceeds of the sale of such Bonds shall be applied for the purpose of providing funds to refund any Bonds issued hereunder or for the purpose of funding additional Loans to the County, which Loans shall be repaid from additional Assessments;

(2) The principal amount and designation of such Bonds and the denomination or denominations of the Bonds;

(3) The date, the maturity date or dates, the interest payment dates and the dates on which mandatory sinking fund payments are due, if any, for such Bonds; provided, that (i) the serial Bonds shall be payable as to principal annually on September 2 of each year in which principal falls due, and the term Bonds shall have annual mandatory redemption on September 2, (ii) the Bonds shall be payable as to interest semiannually on March 2 and September 2 of each year, except that the first installment of interest may be payable on either March 2 or September 2 and shall become due on the interest payment date which is six months before the maturity of the first series of Bonds and the interest shall be payable thereafter semiannually on March 2 and September 2, (iii) all Bonds of like maturity shall be identical in all respects, except as to number or denomination, and (iv) serial maturities of serial Bonds or mandatory sinking fund payments for term Bonds, or any combination thereof, shall be established to provide for the redemption or payment of such Bonds on or before their respective maturity dates;

(4) The redemption premiums and terms, if any, for such Bonds;

(5) The form of the Bonds;

(6) The amount to be deposited from the proceeds of sale of such Bonds or other County funds, if any, in the Reserve Fund to increase the amount therein to an amount at least equal to the Reserve Requirement for all Outstanding Bonds of the Authority secured on a parity by the Assessment Installments; and

(7) Such other provisions that are appropriate or necessary and are not inconsistent with the provisions hereof; and

(ii) The Authority shall be in compliance with all agreements, conditions, covenants and terms contained herein and in all Supplemental Indentures required to be observed or performed by it.

(b) Additional Bonds authorized to be issued under this Section 2.15 may only be issued if no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) has occurred and is continuing (unless such default

is to be remedied upon the issuance of such Additional Bonds) and the Reserve Requirement is to be satisfied upon the issuance of such Additional Bonds.

Section 2.16. Restrictions on Transfer of Bonds. The transfer of the Bonds shall be restricted [as determined by the Authority.]

### **ARTICLE III**

#### **REDEMPTION OF BONDS**

Section 3.1. Mandatory Redemption of Series A Bonds. The Series A Bonds shall be redeemed prior to maturity, in whole or in part on any Interest Payment Date, pro rata among maturities and by lot within a maturity, from Loan prepayments on deposit and available for such purpose in the related Loan Prepayment Account of the Debt Service Fund, to the extent of and in the manner set forth in Section 4.4(c) of this Indenture at the redemption price equal to 10% of the principal amount of the Series A Bonds to be redeemed, together with accrued interest to the date of redemption.

Section 3.2. Optional Redemption of Series A Bonds. The Series A Bonds maturing on or after September 2, 20\_\_ are subject to redemption prior to maturity, in whole or in part on any Interest Payment Date, on and after September 2, 20\_\_, pro rata among maturities and by lot within a maturity, from surplus monies on deposit and available for such purpose in the Debt Service Fund from sources other than those in the Loan Prepayment Account, at the option of the Authority at the redemption price equal to the principal amount thereof, together with a premium (expressed as a percentage of the principal amount of Series A Bonds to be redeemed), plus accrued interest to the date of redemption as set forth in the following table:

<b><u>Redemption Dates</u></b>	<b><u>Redemption Premium</u></b>
Interest Payment Dates Through [March 2, 20__ – at least five years from date of issuance]	__%
September 2, 20__ and March 2, 20__	__
September 2, 20__ and March 2, 20__	__
September 2, 20__ and thereafter	__

In the event that the Authority shall elect to redeem the Series A Bonds as provided in this Section 3.2, the Authority shall give written notice to the Paying Agent of its election to so redeem the Series A Bonds, the redemption date and the principal amount of each Series of Bonds to be redeemed. Such notice shall be given at least [45] days but no more than [75] days prior to the redemption date.

Section 3.3. Mandatory Sinking Fund Redemption of Series A Bonds. The Series A Bonds maturing on September 2, 20\_\_ (the “Series A Term Bonds”) are also subject to mandatory sinking fund redemption in part, by lot, on such September 2 from mandatory sinking fund payments deposited into the Debt Service Fund, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium:

<u>Year</u>	<u>Principal Amount</u>
	\$

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\* Maturity.

If some but not all of the Series A Term Bonds maturing on September 2, 20\_\_ are redeemed pursuant to Section 3.1 or Section 3.2 hereof, the principal amount of Series A Term Bonds maturing on September 2, 20\_\_ to be subsequently redeemed pursuant to this subsection shall be reduced by the aggregate principal amount of the Series A Term Bonds maturing on September 2, 20\_\_ so redeemed pursuant to Section 3.1 or Section 3.2 hereof, such reduction to be allocated among redemption dates in amounts of \$5,000 or integral multiples thereof, as designated by the Authority in a written certificate of the Authority filed with the Fiscal Agent.

In lieu of having the Fiscal Agent deposit cash with the Paying Agent as a mandatory sinking fund payment, the Authority shall have the option to tender to the Paying Agent for cancellation any amount of Series A Bonds purchased by the Authority or the County, which Series A Bonds may be purchased by the Authority or the County at public or private sale as and when and at such prices as the Authority or the County may in its discretion determine. The principal amount of any Series A Bonds so purchased by the Authority or the County and tendered to the Paying Agent in any twelve-month period ending on July 1 in any calendar year shall be credited towards and shall reduce the next mandatory sinking fund payments required to be made in the order in which they are required to be made pursuant to this Section 3.3.

Section 3.4. Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of a Series of Bonds, the Fiscal Agent shall select the Bonds to be redeemed from all Bonds of a Series not previously called for redemption, by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate and fair, subject to compliance with Section 8768 of the Streets and Highways Code as specified in a written certificate of the Authority. For purposes of such selection, all Bonds of a Series shall be deemed to be comprised of separate \$5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.

Section 3.5. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, with the same interest rate and the same maturity and of the same Series. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the Authority shall be released and discharged thereupon from all liability to the extent of such payment.

Section 3.6. Notice of Redemption. The Paying Agent on behalf and at the expense of the Authority shall mail (by first class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, at least 30 days (or other shorter period upon the consent of

the Owners of any Bonds designed for redemption) but not more than sixty 60 days prior to the date fixed for redemption. Such notice shall state the date of the notice, the redemption date, the redemption place and the Redemption Price and shall designate the CUSIP numbers (if any) of the Bonds to be redeemed, the Bond numbers and the maturity or maturities (except in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the office of the Paying Agent for redemption at the Redemption Price, giving notice also that further interest on such Bonds will not accrue from and after the date fixed for redemption and with regard to optional redemption in the event that funds required to pay the redemption price are not on deposit under the Paying Agent Agreement at the time the notice of redemption is sent, a statement to the effect that the redemption is conditioned upon the receipt of the appropriate funds required to pay the redemption price by the Paying Agent on or prior to the redemption date. Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption. The Authority has the right to rescind any optional redemption from prepayments of unpaid assessments by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be canceled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The Paying Agent shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

If the Bonds are issued in book-entry form, notice shall also be provided to the Securities Depositories and the Information Services.

Section 3.7. Effect of Notice and Availability of Redemption Price. Notice of redemption having been duly given as aforesaid, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption: (1) the Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Indenture, anything in this Indenture or in the Bonds to the contrary notwithstanding; (2) upon presentation and surrender thereof at the office of the Paying Agent, such Bonds shall be redeemed at the redemption price; (3) from and after the Redemption Date, the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to accrue interest; and (4) from and after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Indenture or to any other rights, except with respect to payment of the redemption price and interest accrued to the Redemption Date from the amounts so made available.

## **ARTICLE IV**

### **FUNDS AND ACCOUNTS**

Section 4.1. Establishment of Funds and Accounts. The following funds and accounts are hereby created and established and shall be maintained by the Fiscal Agent for the administration and control of the proceeds of the Bonds, the Revenues and any related moneys:

(a) Los Angeles County Energy Program Contractual Assessment Revenue Bonds Loan Fund (the “Loan Fund”), within which there shall be a separate account with appropriate designations for each Series of New Money Bonds;

(b) Los Angeles County Energy Program Contractual Assessment Revenue Bonds Escrow Fund (the “Escrow Fund”), within which there shall be a separate account with appropriate designations for each Series of Refunding Bonds;

(c) Los Angeles County Energy Program Contractual Assessment Revenue Bonds Debt Service Fund (the “Debt Service Fund”), within which there shall be established (A) the Loan Payment Account (the “Loan Payment Account”); and (B) the Loan Prepayment Account (the “Loan Prepayment Account”);

(d) Los Angeles County Energy Program Contractual Assessment Revenue Bonds Reserve Fund (the “Reserve Fund”); and

(e) Los Angeles County Energy Program Contractual Assessment Revenue Bonds Costs of Issuance Fund (the “Costs of Issuance Fund”), within which there shall be a separate account with appropriate designations for each Series of Bonds.

The funds and accounts established herein may be subdivided into accounts and sub-accounts, as applicable, to perform the necessary rebate calculations or to administer the funds as provided in this Indenture.

Section 4.2. Application of Proceeds of the Series A Bonds. On the Closing Date for the Series A Bonds, the proceeds of the sale of the Series A Bonds in the amount of \$\_\_\_\_\_ shall be paid to the Fiscal Agent and transferred or deposited by the Fiscal Agent as follows:

(a) \$\_\_\_\_\_ in the account within the Loan Fund established for the Series A Bonds and transferred to the County;

(b) \$\_\_\_\_\_ in the Reserve Fund, constituting the full amount of the Reserve Requirement; and

(c) \$\_\_\_\_\_ in the account within the Costs of Issuance Fund established for the Series A Bonds.

Section 4.3. Loan Fund. The Fiscal Agent hereby agrees to maintain the Loan Fund and the accounts therein, into which shall be deposited the balance of the proceeds of sale of the Bonds pursuant to Section 2.3, after making the deposits to the Escrow Fund required (if any) by Section 4.8, if any. The Fiscal Agent may establish in the Loan Fund one or more accounts as it may deem necessary or convenient for the purpose of holding the proceeds of separate Series of Bonds subject to separate Loan Agreements. Moneys in the Loan Fund or in any accounts therein shall be disbursed by the Fiscal Agent to the County in accordance with Section 4.2(a) hereof or as otherwise provided in a written request of the County provided to the Fiscal Agent.

Section 4.4. Debt Service Fund and Accounts. (a) The Fiscal Agent hereby agrees to maintain the Debt Service Fund (the "Debt Service Fund") and the accounts therein until all payments of principal of and premium (if any) and interest on the Bonds have been made and all of the Bonds have been paid or redeemed. The Fiscal Agent shall establish within the Debt Service Fund a Loan Payment Account and a Loan Prepayment Account. All sums received by the Authority from the County pursuant to the Loan Agreements in connection with the collection of Assessment Installments, including any redemption period interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available hereunder or under the 1913 Act or the 1915 Act, shall be deposited and held in the Loan Payment Account of the Debt Service Fund relating to the Series of Bonds to which such Revenues are pledged as security.

(b) The Paying Agent shall make payments of interest and principal, respectively, due and payable with respect to Bonds from monies which shall be transferred to it by the Fiscal Agent on or before such date from the Loan Payment Account of the Debt Service Fund on each Interest Payment Date and each Principal Payment Date. In the event of any deficiency in the Loan Payment Account, the Fiscal Agent shall, to the extent available, transfer amounts from the Reserve Fund to the Loan Payment Account or directly to the Paying Agent in accordance with Section 4.7 hereof for application first to the payment of interest on the Bonds, and then to the payment of principal due on such Bonds and then to the payment of principal due on such Bonds or any portion thereof called for redemption pursuant to Section 3.2 hereof.

On each September 2 beginning on the first Principal Payment Date, all monies in the Loan Payment Account in excess of the amount necessary to make the payments of principal of and interest on the Bonds then due or overdue and payable on such date (assuming all Owners entitled to payment on or before such date take or have taken any and all actions necessary on their part to receive amounts due them) shall be transferred by the Fiscal Agent (i) first to the Reserve Fund to the extent of any deficiency therein, for application in accordance with Section 4.7 hereof, and (ii) second, to a special account to be established and maintained by the Fiscal Agent to be designated the Loan Prepayment Account of the Debt Service Fund for application to the redemption of the Bonds pursuant to Section 3.2 hereof.

(c) Amounts received from, or on behalf of, the County as prepayment of any Loan pursuant to Section 4.5(a) shall be deposited by the Fiscal Agent in the Loan Prepayment Account of the Debt Service Fund for application pursuant to Section 4.5(b) hereof. The Fiscal Agent shall deposit in the Loan Prepayment Account amounts transferred to such account from the Reserve Fund pursuant to Section 4.7 below. Amounts in the Loan Prepayment Account shall be used to pay the principal of and redemption premium on Bonds the maturities of which shall have been advanced pursuant to Parts 11 or 11.1 of the 1915 Act, codified as Sections 8750 et seq. and 8760 et seq. of the California Streets and Highways Code. The Paying Agent, at the direction of the Treasurer if the Paying Agent is not the Treasurer, shall advance the maturity of and call Bonds for redemption pursuant to this Indenture and the 1915 Act whenever and to the extent surplus monies are on deposit in the Loan Prepayment Account sufficient to pay the principal of Bonds in integral \$5,000 amounts plus the redemption premium thereon. On or after each Redemption Date, or prior thereto with the consent of the Treasurer, upon presentation and surrender thereof, the Paying Agent shall pay the principal of and redemption premium on each Bond the maturity of which has been so advanced from the Loan Prepayment Account. Interest



accrued on each such Bond to the earlier of the payment date or Redemption Date shall be paid from monies transferred to the Paying Agent on or before such date by the Fiscal Agent from the Loan Payment Account of the Debt Service Fund.

(d) If there is a surplus remaining in any account in the Debt Service Fund after payment of all Bonds and the interest thereon, plus applicable redemption premium (if any), that surplus shall be released from the pledge and lien hereof and transferred to the County to be used for the benefit of the LACEP.

Section 4.5. Prepayment of Loans from Assessment Prepayments. (a) The County shall prepay any Loan to the extent any owner of assessed land may prepay the Assessment of an Assessment Contract.

(b) Upon prepayment of a Loan pursuant to subsection (a) above, the Fiscal Agent shall deposit such payment in the Debt Service Fund for payment to Owners of the corresponding Bonds to be redeemed in accordance with Section 3.1. If notice of redemption is given in accordance with Section 3.6 hereof, the Bonds so advanced shall mature and become payable as set forth in Section 3.7 hereof.

Section 4.6. Costs of Issuance Fund. The Fiscal Agent hereby agrees to maintain the Costs of Issuance Fund and the accounts therein. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Fiscal Agent from time to time to pay the Costs of Issuance upon submission of a Disbursement Request of the Authority, substantially in the form of Exhibit B hereto, stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the applicable account of the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the applicable account of the Costs of Issuance Fund; in each case together with a statement or invoice for each amount requested thereunder. On or before 180 days following the issuance of a Series of Bonds, the Fiscal Agent shall transfer all amounts (if any) remaining in the Costs of Issuance Fund to the Debt Service Fund.

Section 4.7. Reserve Fund. (a) The Fiscal Agent hereby agrees to maintain and hold in trust a special fund designated the "Reserve Fund" until all payments of principal of and premium (if any) and interest on the Bonds have been made and all Bonds have been paid or redeemed. At the time of issuance of a Series of the Bonds, there shall be deposited in the Reserve Fund an amount that will, together with amounts on deposit in the Reserve Fund, equal the Reserve Requirement. There shall be maintained in the Reserve Fund an amount equal to the Reserve Requirement. Additional deposits shall be made as provided in the 1915 Act and this Indenture.

The Authority shall cause the Reserve Fund to be administered in accordance with Part 16 of the 1915 Act; provided that proceeds from redemption or sale of properties, with respect to which payment of delinquent Assessments and interest thereon was made from the Reserve Fund, shall be credited to the Reserve Fund.

(b) Moneys in the Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds (i) in the event of early prepayment of assessments in an amount which shall equal the ratio of the total amount initially provided for the Reserve Fund to the total amount originally assessed in the proceedings for the Bonds said ratio multiplied by the amount of the prepayment, (ii) or in the event that the moneys in the Debt Service Fund are insufficient therefor, and the Fiscal Agent shall withdraw from the Reserve Fund and deposit in the Debt Service Fund moneys necessary for such purpose.

(c) On each September 2, the Fiscal Agent shall transfer to the Reserve Fund any excess amounts in the Loan Payment Account of the Debt Service Fund pursuant to the second paragraph of section 4.4(b). On each September 2 the Fiscal Agent shall, after making any transfer called for by the preceding sentence, determine whether amounts then on deposit in the Reserve Fund are less than, equal to or exceed the Reserve Requirement. Any such excess shall, to the extent permitted by law, be applied by the Fiscal Agent as follows:

(i) First, to the Loan Payment Account of the Debt Service Fund to be applied to the payment of principal or interest due on the Bonds; and

(ii) Second, to the Loan Prepayment Account of the Debt Service Fund for application to the redemption of Bonds pursuant to Section 3.2 hereof.

(d) Whenever, after the issuance of the Bonds, an Assessment is prepaid, in whole or in part, as provided in the 1915 Act, the Fiscal Agent, pursuant to a Written Request of the Authority, shall transfer from the Reserve Fund to the Debt Service Fund an amount, specified in such Written Request, equal to the product of the ratio of the original amount of the Assessment so paid to the original amount of all unpaid Assessments, times the initial Reserve Requirement; provided, however, no such transfer shall be made if after the transfer the amounts in the Reserve Fund then remaining will not equal the Reserve Requirement. The Fiscal Agent may conclusively rely upon the Authority's determination that the remaining funds equal the Reserve Requirement.

(e) So long as no Event of Default shall have occurred and be continuing any amount in the Reserve Fund in excess of the Reserve Requirement on December 15 and June 15 of each year shall be withdrawn from the Reserve Fund by the Fiscal Agent and shall be deposited in the Debt Service Fund.

(f) Whenever the balance in the Reserve Fund is sufficient to retire all the Outstanding Bonds, whether by advance retirement or otherwise, collection of the principal and interest on the Assessments shall be discontinued and the Reserve Fund liquidated by the Fiscal Agent in retirement of the Outstanding Bonds, as directed by a Written Request of the Authority. In the event that the balance in the Reserve Fund at the time of liquidation exceeds the amount required to retire all of the Outstanding Bonds, the excess shall, after payment of amounts due to the Fiscal Agent, be transferred to the Authority to be used in accordance with the JPA Act and the 1915 Act.

(g) All amounts remaining in the Reserve Fund in the year in which the last Assessments become due and payable shall be credited toward said Assessments and transferred to the Debt Service Fund pursuant to a Written Request of the Authority.

(h) All or a portion of the Reserve Requirement may be satisfied by the provision of one or more policies of municipal bond insurance or surety bonds issued by a municipal bond insurer or by a letter of credit issued by a bank, the obligations insured by which insurer or issued by which bank, as the case may be, having ratings at the time of issuance of such policy or surety bond or letter of credit equal to “AA” or higher assigned by Fitch or “Aa” or higher assigned by Moody’s or “AA” or higher assigned by Standard & Poor’s.

Section 4.8. Escrow Fund; Refunding Bonds. (a) The Fiscal Agent hereby agrees to maintain the Escrow Fund and the accounts therein, into which shall be deposited net proceeds of Refunding Bonds to be used to redeem Outstanding Prior Bonds.

(b) In accordance with Section 9.1 of this Indenture, upon the issuance of any Series of Refunding Bonds, the Authority shall cause to be deposited with the Fiscal Agent in the applicable account of the Escrow Fund the following: (i) the then Outstanding principal amount of the Prior Bonds being refunded and defeased by such Series of Refunding Bonds, and (ii) interest accrued and unpaid on such Prior Bonds to the Redemption Date.

(c) Upon receipt of the moneys described in subsection (b) above, the Fiscal Agent shall pay such moneys to the Owners of the Prior Bonds for the equal and ratable benefit of such Owners. A Redemption Notice shall be provided by the Fiscal Agent to the Owners of the Prior Bonds in accordance with Section 3.6.

(d) The Authority and the Fiscal Agent represent and agree that, concurrently with the initial deposit of the moneys in the applicable account of the Escrow Fund pursuant to this Section 4.8, (i) the Prior Bonds will no longer be deemed to be Outstanding and unpaid within the meaning and with the effect expressed in Section 9.1 of this Indenture, and (ii) the Prior Loan will no longer be deemed to be outstanding and unpaid within the meaning and with the effect expressed in the Prior Loan Agreement.

(e) Monies remaining on deposit in any account of the Escrow Fund after payment of all amounts to the Owners of the applicable Series of Prior Bonds shall be released to the County for the benefit of the LACEP within five (5) Business Days after such payment to the Owners of the applicable Series of Prior Bonds,

Section 4.9. Investments. (a) Except for any escrow fund established hereunder (and the accounts therein), all moneys in any of the funds or accounts established pursuant to this Indenture shall be invested by the Fiscal Agent solely in Authorized Investments. All moneys in any escrow fund established hereunder (and the accounts therein) shall be invested by the Fiscal Agent solely in Federal Securities. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account. Moneys in the Debt Service Fund and the accounts therein shall be invested only in obligations which will by their terms mature on such dates as to ensure the timely payment of principal and interest on the corresponding Bonds as the same become due.

(b) All interest or gain derived from the investment of amounts in any of the funds or accounts hereunder shall be deposited in the fund or account from which such investment was made. The Fiscal Agent shall incur no liability for losses arising from any investments made pursuant to this Section.

(c) For the purpose of determining the amount in any fund or account hereunder, the value of investments credited to such fund or account shall be calculated at the cost thereof, excluding accrued interest and brokerage commissions, if any.

(d) The Fiscal Agent shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer for such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any fund or account, any such investments constituting a part of such fund and account shall be valued at their amortized cost.

## **ARTICLE V**

### **COVENANTS**

So long as any of the Bonds issued hereunder are outstanding, the Authority and the County makes the following covenants with the Owners (to be performed by the Authority or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds; provided, however, that said covenants do not require the Authority or the County to expend any funds other than the Revenues.

Section 5.1. Compliance with Indenture. The Authority will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture required to be observed or performed by it.

Section 5.2. General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of this Indenture. The Authority warrants that upon the date of execution and delivery of the Bonds, all conditions, acts and things required by law and this Indenture to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Bonds do exist, have happened and have been performed and the execution and delivery of the Bonds shall comply in all respects with the applicable laws of the State.

Section 5.3. Punctual Payment. The Authority shall punctually pay or cause to be paid the principal, premium (if any) and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Revenues and other moneys pledged for such payment as provided in this Indenture and received by the Authority or the Fiscal Agent hereunder.

Section 5.4. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend the maturity dates of the Bonds or the time of payment of interest with respect thereto. Nothing herein shall be deemed to limit the right of the Authority to issue any

securities for the purpose of providing funds for the redemption of the Bonds and such issuance shall not be deemed to constitute an extension of the maturity of the Bonds.

Section 5.5. Protection of Rights. The Authority will preserve and protect the security of the Bonds and the rights of the Owners against all claims and demands of all persons, and will faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Indenture or in any Bond issued pursuant to this Indenture and will contest by court action or otherwise (a) the assertion by any officer of any government unit or any other person whatsoever against the Authority that (i) the JPA Act or the Contractual Assessment Law is unconstitutional, (ii) the Assessments are invalid, or (iii) the Assessments cannot be applied by the County to pay debt service on the Bonds, or (b) any other action affecting the validity of the Bonds or diluting the security therefor.

Section 5.6. Against Encumbrances. The Authority will not encumber, pledge or place any charge or lien upon any of the Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Indenture.

Section 5.7. Deferral of Assessments. The County will refrain from directly or indirectly extending or deferring the payment of any Assessment Installment.

Section 5.8. Accounting Records and Statements. The Authority will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Assessment Installments, and such accounting records shall be available for inspection upon five (5) business days' written notice by any Owner or such Owner's agent duly authorized in writing at reasonable hours and under reasonable conditions.

Section 5.9. Covenant to Foreclose. (a) The County will initiate procedures to determine or cause to be determined if any Assessment was not paid when due during the fiscal year ended the prior June 30. If any such assessment was not paid and if the balance in the Reserve Fund is less than the Reserve Requirement, the County shall, upon the written request of the Owners pursuant to Section 8.2(b) hereof, send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner, and if the delinquency remains uncured within 90 days of such notice, order and cause to be commenced, and thereafter prosecute to completion pursuant to Section 8830 et seq. of the California Streets and Highways Code, judicial foreclosure proceedings upon the lien of delinquent unpaid assessments as necessary or desirable to result in assessment revenues sufficient to pay any delinquent principal of or interest on the Bonds and satisfy the Reserve Requirement. Upon the redemption or sale of the real property responsible for such delinquent Assessment Installments, or resale as provided below, the County shall deposit to the Reserve Fund, the amount of any delinquency advanced therefrom to the Debt Service Fund for payment of interest on or principal of Bonds.

(b) In the event that real property with an Assessment is neither redeemed by the owner thereof nor sold to a third party purchaser at such foreclosure sale, the County may, but shall not be obligated to, cause a credit bid on behalf of and in the name of the County to be entered in the amount due the County and shall cause a sheriff's deed for said real property to be

executed in the name of the County. The proceeds from any resale of such real property on which there is an Assessment shall be applied in the following order: (i) to make any past due payments of principal of or interest on the Bonds, (ii) to restore the Reserve Fund to the Reserve Requirement, (iii) to the payment of any continuing costs of the Bonds, and (iv) for the redemption of Bonds pursuant to Section 3.2 hereof with credit for such redemption credited pro rata against all Assessments.

(c) In the event that the Treasurer and the County make the determinations described in the Sections 8770-8772 of the 1915 Act in connection with the prospects of an ultimate loss accruing to the bondholders, the County, the Treasurer and the Fiscal Agent shall take the actions required by Sections 8770-8784 of said Act and Owners of Bonds shall be deemed to have consented to do such things as are required by such Sections of Owners of Bonds.

Section 5.10. Further Assurances. The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of its duties under this Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Indenture.

## **ARTICLE VI**

### **PAYING AGENT AND FISCAL AGENT**

Section 6.1. Paying Agent and Fiscal Agent. The Authority hereby appoints the Treasurer of the County, or his designated agents, as the Paying Agent and the Auditor, or his designated agents, as the Fiscal Agent for the Bonds.

The Paying Agent is hereby authorized to and shall mail interest payments to the Owners, select Bonds for redemption, give notice of redemption and maintain the Bond Register. The Paying Agent is hereby authorized to and shall pay, from funds on deposit for such purposes hereunder, the principal of and premium, if any, on the Bonds when the same are duly presented to it for payment at maturity or on call and redemption, provide for the registration of transfer and exchange of Bonds presented to it for such purposes, provide for the cancellation of Bonds all as provided in this Indenture, and provide for the authentication of Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Indenture. The Paying Agent shall keep accurate records of all Bonds paid and discharged by it.

The Fiscal Agent is also authorized to and shall maintain and administer funds and accounts established pursuant to Section 4.1 hereof. The Fiscal Agent shall keep accurate records of all funds administered by it. The Authority further authorizes and designates the Auditor to perform those functions of the Fiscal Agent set forth herein which, pursuant to the Contractual Assessment Law and the provisions incorporated therein by reference, are to be performed by the treasurer.

Each of the initially appointed Paying Agent and Fiscal Agent may contract with any third party to perform any or all of their obligations and duties under this Indenture. The

Paying Agent and Fiscal Agent may each be removed by the Authority and a successor or successors may be appointed. So long as any Bonds are Outstanding and unpaid, the Paying Agent, the Fiscal Agent and any successor or successors thereto designated by the Authority shall continue to be Paying Agent and Fiscal Agent, respectively, of the Authority for all of said purposes until the designation of a successor or successors.

Section 6.2. Liability of Paying Agent and Fiscal Agent. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds shall be taken as statements, promises, covenants and agreements of the Authority, and the Paying Agent and the Fiscal Agent assume no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Indenture or of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations set forth herein or in the Bonds or in the certificate of authentication and registration assigned to or imposed upon the Paying Agent or the Fiscal Agent, as applicable. The Paying Agent shall be under no responsibility or duty with respect to the issuance of the Bonds for value. Neither the Paying Agent nor the Fiscal Agent shall be liable in connection with the performance of their respective duties hereunder, except for their respective negligence or default.

Section 6.3. Compensation. The Authority shall direct the County to pay, from the Program Expense Fund, to the Fiscal Agent from time to time reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Indenture. Other than funds on deposit in the Program Expense Fund, in no event shall the Authority or the County be required to expend its own funds hereunder or under the Loan Agreements.

## ARTICLE VII

### SUPPLEMENTAL INDENTURES

Section 7.1. Supplemental Indenture Without Owner Consent. The Authority may from time to time, and at any time, without notice to or consent of any of the Owners enter into such indentures or agreements supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures or agreements shall thereafter form a part hereof) for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Indenture or in any supplemental indenture, provided that such action shall not adversely affect the interests of the Owners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the Authority contained in this Indenture other covenants, agreements, limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(c) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the interests of the Owners; and

(d) to provide for the issuance of any Additional Bonds and to provide the terms of such Additional Bonds, subject to the conditions and upon compliance with the procedure set forth in Section 2.15 hereof.

Section 7.2. Supplemental Indentures with Owner Consent. Except as provided in Section 7.1, the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve the execution of such supplemental indentures as shall be deemed necessary or desirable for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture or agreement; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the scheduled date of the principal payment of any Bond, or the payment date of interest on, any Bond without the consent of the Owner of such Bond, (b) a reduction in the principal amount of, or redemption price of, any Bond or the rate of interest thereon without the consent of the Owner of such Bond, (c) a reduction in the percentage of Bonds the Owners of which are required to consent to such supplemental indenture, without the consent of the Owners of all Bonds then Outstanding. Except as provided in Section 2.15 hereof, in no event may a modification or amendment provide for the issuance of additional bonds, notes or other evidences of indebtedness payable out of the Revenues.

Section 7.3. Notice of Supplemental Indenture to Owners. If at any time the parties hereto shall desire to enter into an indenture supplemental hereto, which pursuant to the terms of Section 7.2 shall require the consent of the Owners, the Authority shall cause notice of the proposed supplemental indenture to be mailed, postage prepaid, to all Owners at their addresses as they appear in the Registration Books. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the Authority for inspection by all Owners. The failure of any Owner to receive such notice shall not affect the validity of such supplemental indenture when consented to and approved as in Section 7.2 provided. Whenever at any time within one year after the date of the first mailing of such notice, the Authority shall receive an instrument or instruments purporting to be executed by the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed supplemental indenture described in such notice, and shall specifically consent to and approve it substantially in the form of the copy thereof referred to in such notice as on file with the Authority, such proposed supplemental indenture, when duly executed by the Authority, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of the requisite aggregate principal amount of the Bonds have consented to the adoption of any supplemental indenture, Bonds which are owned by the County, the Authority, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County or the Authority, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the execution and delivery of any indenture supplemental hereto and the receipt of consent to any such supplemental indenture from the Owners of the appropriate



aggregate principal amount of Bonds in instances where such consent is required, this Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

## **ARTICLE VIII**

### **DEFAULT**

Section 8.1. Events of Default. Any one or more of the following events shall constitute an “Event of Default”:

(a) Default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) Default in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable; or

(c) Default by the Authority in the observance of any of the agreements, conditions or covenants on its part in this Indenture or in the Bonds contained (other than a payment default referred to in subparagraphs (a) and (b) above), and the continuation of such default for a period of 60 days after the Authority shall have been given notice in writing of such default by any Owner; provided that if within 60 days the Authority has commenced curing of the default and diligently pursues elimination thereof, such period shall be extended to permit such default to be eliminated.

Section 8.2. Remedies on Default. (a) If any installment of principal or interest on any Bond is not paid when due, the owner of such Bond shall have the right to exercise such rights and remedies as are provided to such owner under the Contractual Assessment Law or under other applicable law.

(b) In the event the Authority fails to take any action to eliminate an Event of Default under Section 8.1 hereof, the Owners of not less than sixty percent (60%) in aggregate principal amount of a Series of Outstanding Bonds may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under this Indenture, but only if such Owners have first made written request of the Authority, after the right to exercise such powers or right of action shall have occurred, and shall have afforded the Authority a reasonable opportunity either to proceed to exercise the powers granted herein or granted under law or to institute such action, suit or proceeding in its name and unless also, the Authority shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Authority shall have refused or neglected to comply with such request within a reasonable time. Any moneys recovered in such suit, action, mandamus or other proceedings shall be applied first to the payment of the reasonable costs and expenses of the Owners in bringing such suit, action, mandamus or other proceeding, including reasonable compensation to their agents and attorney.

- (c) The principal of the Bonds shall not be subject to acceleration.

Section 8.3. Remedies Not Exclusive; Non-Waiver. No remedy conferred hereby upon any Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the JPA Act, the Contractual Assessment Law, or any other law of the State. No waiver of any default or breach of duty or contract by any Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Owner shall prevail, said Owner shall be entitled to receive reimbursement for reasonable costs, expenses, outlays and attorney's fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Owners then, and in every such case, the Authority and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.4. Limited Liability of the Authority to the Owners; No Liability of the Authority. Except for the collection of the Revenues and the observance and performance of the other conditions, covenants and terms contained herein or in the JPA Act required to be observed or performed by it, the Authority shall not have any obligation or liability to the Owners with respect to this Indenture or the preparation, authentication, delivery, transfer, exchange or cancellation of the Bonds. The County has determined that no funds of the County will be available to pay principal of, premium, if any, or interest on the Bonds. The County has determined that pursuant to the Contractual Assessment Law, the County will not obligate itself to advance available funds from the County's treasury to cure any deficiency which may occur in the Debt Service Fund.

## **ARTICLE IX**

### **MISCELLANEOUS**

Section 9.1. Defeasance. If all Outstanding Bonds of a Series shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to all Bonds of such Series then Outstanding, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, at or before maturity, an amount which, together with the amounts then on deposit in the corresponding account of the Debt Service Fund, is fully sufficient to pay the principal of and redemption premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable or, in the event of redemption thereof, before their respective Maturity Dates; or

(c) by depositing with the Fiscal Agent Federal Securities in such amount as the Authority shall determine, as verified by a nationally recognized Independent Public Accountant, will, together with the interest to accrue thereon and moneys then on deposit in the corresponding account of the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of, and premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable;

then, at the election of the Authority, and notwithstanding that any Bonds of such Series shall not have been surrendered for payment, all obligations of the Authority under this Indenture with respect to all Outstanding Bonds of such Series shall cease and terminate, except for (i) the obligation of the Authority Treasurer to pay or cause to be paid to the Owners of the Bonds of such Series not so surrendered and paid, all sums due thereon, and (ii) the Authority's obligations under Section 5.3. Any funds held by the Fiscal Agent in such account of the Debt Service Fund, at the time of receipt of such notice from the Authority, which are not required for the purpose above mentioned, shall be transferred to the County to be used for the benefit of the LACEP.

Section 9.2. Cancellation of Bonds. All Bonds surrendered to the Fiscal Agent for payment upon maturity or redemption shall upon payment therefor be canceled immediately and forthwith transmitted to or upon the order of the Authority. All of the canceled Bonds shall be transferred to and shall remain in the custody of the Fiscal Agent until destroyed by the Fiscal Agent pursuant to due authorization.

Section 9.3. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds shall be sufficient for the purposes of this Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his or her authority.

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the extent of the sum or sums so paid. The Fiscal Agent shall not be affected by any notice to the contrary.

Nothing in this Indenture shall be construed as limiting the Fiscal Agent to such proof, it being intended that the Fiscal Agent may accept any other evidence of the matters herein stated which the Fiscal Agent may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Fiscal Agent in pursuance of such request or consent.

Section 9.4. Provisions Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Authority and the Owners from time to time of the Bonds; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal benefit, protection and security of the owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Indenture.

Section 9.5. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period after such date.

Section 9.6. Disqualified Bonds. In the event of a later transfer of the Bonds in accordance with Section 2.7 hereof, in determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Authority or the County shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Fiscal Agent shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Fiscal Agent knows to be so owned or held shall be disregarded.

Section 9.7. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture and the Bonds issued pursuant hereto shall remain valid and the Owners shall retain all valid rights and benefits accorded to them under this Indenture and the Constitution and laws of the State.

Section 9.8. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Indenture to be given to or filed with the County, the Authority, the Paying Agent or the Fiscal Agent shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when delivered to or sent by certified mail, return receipt requested to:

Authority: Los Angeles County Public Works Financing Authority  
County of Los Angeles  
500 West Temple Street, Room 437  
Los Angeles, California  
Attention: Executive Officer

County: County of Los Angeles  
500 West Temple Street, Room 437  
Los Angeles, California  
Attention: Treasurer and Tax Collector

Paying Agent: County of Los Angeles  
500 West Temple Street, Room 437  
Los Angeles, California  
Attention: Treasurer and Tax Collector

Fiscal Agent: County of Los Angeles  
500 West Temple Street, Room 603  
Los Angeles, California  
Attention: Auditor-Controller

All documents received by the Fiscal Agent of the Paying Agent under the provisions of this Indenture shall be retained in its possession, subject at all reasonable times to the inspection of the Authority, any Owner, and the agents and representatives thereof.

Section 9.9. No Personal Liability. The Authority, the County and the officer, agent or employee thereof shall not be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such entity, officer, agent or employee from the performance of any official duty provided by law.

Section 9.10. Employment of Agents by the Authority. In order to perform its duties and obligations hereunder, the Authority may employ such persons or entities as it deems necessary or advisable. The Authority shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

Section 9.11. Counterparts. This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 9.12. Headings. Any headings preceding the texts of the several Articles hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

Section 9.13. Governing Law. All provisions of this Indenture are to be governed by the laws of the State.

IN WITNESS WHEREOF, the parties have executed this Indenture effective the date first above written.

[SEAL]

LOS ANGELES COUNTY PUBLIC WORKS  
FINANCING AUTHORITY

By: \_\_\_\_\_  
Chair of the Board of Directors

ATTEST:

Secretary

By: \_\_\_\_\_  
Deputy

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair of the Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

TREASURER AND TAX COLLECTOR OF THE  
COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Mark J. Saladino

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
COUNTY COUNSEL

By: \_\_\_\_\_  
Principal Deputy County Counsel

AUDITOR-CONTROLLER OF THE COUNTY  
OF LOS ANGELES

By: \_\_\_\_\_  
Wendy L. Watanabe

**EXHIBIT A**  
**FORM OF BOND**

*[Transfer of this Bond is subject to the restrictions set forth in the herein referenced Indenture.]*

*[If this Bond is issued in book-entry form only: then unless this Bond is presented by an authorized representative of DTC (as defined in the indenture) to the trustee for registration of transfer, exchange or payment, and any Bond executed and delivered is registered in the name of Cede & Co. Or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. Or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co. Has an interest herein.]*

United States of America  
State of California  
County of Los Angeles

NUMBER [1] \$ \_\_\_\_\_

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY  
LOS ANGELES COUNTY ENERGY PROGRAM  
CONTRACTUAL ASSESSMENT REVENUE [REFUNDING] BOND  
SERIES \_\_\_\_ (TAXABLE)

MATURITY DATE      DATED DATE      INTEREST RATE      [CUSIP NUMBER]

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Under and by virtue of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), the Los Angeles County Public Works Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the "Authority") hereby promises to pay (but only out of the Revenues as such term is defined in the Indenture, dated as of \_\_\_\_\_, 20\_\_ (the "Indenture") by and among the Authority, the County of Los Angeles, a political subdivision of the State of California (the "County"), the Treasurer and Tax Collector of the County, as paying agent (the "Paying Agent") to the registered owner hereof or registered assigns (the "Owner"), and the Auditor-Controller of the County, as fiscal agent (the "Fiscal Agent") to the Owner, on the Maturity Date identified above, subject to any



right of prior redemption hereinafter mentioned, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon at a rate of interest [determined pursuant to Resolution No. \_\_\_\_ of the Board of Directors of the Authority (the “Resolution of Issuance”), adopted on [May 25, 2010], in like money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication and registration of this Bond, unless this Bond is authenticated and registered (i) on an Interest Payment Date, in which event interest shall be payable from such date of authentication and registration, (ii) prior to an Interest Payment Date and after the close of business on the 15th day of the month immediately preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) prior to the close of business on February 15, \_\_\_\_\_, in which event it shall bear interest from the Bond Date stated above, until payment of such principal sum shall have been discharged; provided, however, that if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

The principal of this Bond shall be payable on the Maturity Date. Interest on this Bond shall be payable semiannually on March 2 and September 2 (each an “Interest Payment Date”) in each year commencing on \_\_\_\_\_. Principal of and interest on this Bond shall be paid by check of the Paying Agent mailed on or before the Interest Payment Date by first class mail, postage prepaid, or upon satisfaction of certain conditions specified in the Indenture, by wire transfer or any other method acceptable to the Owner, to the person whose name appears in the Registrations Books as the Owner of such Bond as of the 15<sup>th</sup> day of the calendar month immediately preceding each Interest Payment Date, to the address of that person on the Registration Books, provided that the payment of principal of the Bond on the Maturity Date and the payment of the principal of the Bond and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Paying Agent in Los Angeles, California.

This Bond shall bear interest until the principal amount has been paid; provided, however, that if at the Maturity Date, or if at the redemption date of any principal amount of this Bond which has been duly called for redemption as provided in the Indenture, funds are available for the payment or redemption thereof in full accordance with the terms of the Indenture, such principal amount shall then cease to bear interest.

This Bond is subject to redemption as set forth in the Indenture.

This Bond is issued by the Authority under the JPA Act and the Indenture for the purpose of funding, pursuant to that certain Loan Agreement, dated as of \_\_\_\_ 1, 20\_\_ (the Loan Agreement”), by and between the Authority and the County, a loan (the “Loan”) to the County of certain distributed generation renewable energy sources and energy and water efficiency improvements pursuant to the Los Angeles County Energy Program established by the Board of Supervisors of the County pursuant to the Contractual Assessment Law. The obligation of the County to make payments to the Authority of principal and interest on the Loan is a limited obligation secured only as set forth in the Loan Agreement.

This Bond is secured by the Revenues, including the moneys in the Series \_\_\_\_\_ Account of the Debt Service Fund, and is payable exclusively out of such account. This

Bond and interest thereon are not secured by any other funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of this Bond or the interest thereon, and no Owner of this Bond may compel the exercise of any taxing power by the County or force the forfeiture of any of its properties. The principal of, and premium (if any) and interest on this Bond are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the properties of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues and the funds described in the Indenture. The Authority has no taxing power.

This Bond is transferable by the Owner hereof, in person or by the Owner's attorney duly authorized in writing, at the office of the Paying Agent, subject to the terms and conditions provided in the Indenture, including the payment of certain charges, if any, upon exchange, transfer, surrender or cancellation of this Bond. Upon transfer, a new registered Bond or Bonds, of [any authorized denomination or denominations], of the same maturity, and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Paying Agent shall not be required to exchange or register the transfer of Bonds during the 15 days immediately preceding any Interest Payment Date or of any Bonds selected for redemption in advance of maturity.

The Paying Agent and the Authority may treat the Owner hereof as the absolute owner for all purposes, and the Paying Agent and the Authority shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of \$5,000 or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Indenture, is subject to redemption and payment prior to maturity as set forth in the Indenture.

This Bond shall not be entitled to any benefit under the JPA Act or the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Paying Agent.

[The remainder of this page is intentionally left blank.]

THE AUTHORITY HAS CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and laws of the State of California and the Indenture to exist, to have happened and to have been performed precedent to and in the execution, authentication and the delivery of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by law and the Indenture.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signatures of its Chair and Treasurer, all as of the dated date identified above.

LOS ANGELES COUNTY PUBLIC WORKS  
FINANCING AUTHORITY

By: \_\_\_\_\_  
Chair of the Board of Directors

ATTEST:

By: \_\_\_\_\_  
Treasurer

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture which has been authenticated and registered on the \_\_ day of \_\_\_\_\_, 20\_\_.

TREASURER AND TAX COLLECTOR OF THE  
COUNTY, as Paying Agent

By: \_\_\_\_\_

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_,  
whose tax identification number is \_\_\_\_\_, the within-mentioned registered Bond and hereby  
irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney  
to transfer the same on the books of the Fiscal Agent with full power of substitution in the  
premises.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
NOTE: The signature(s) on this Assignment  
must correspond with the name(s) as written on  
the face of the within Bond in every particular  
without alteration or enlargement or any change  
whatsoever.

\_\_\_\_\_  
NOTICE. Signature must be guaranteed by a  
member of an institution which is a participant  
in the Securities Transfer Agent Medallion  
Program i STAMP or other similar program.

**EXHIBIT B**

**(LETTERHEAD OF THE APPLICABLE DEPARTMENT OF THE  
COUNTY OF LOS ANGELES)**

**PAYMENT REQUEST FORM**

Auditor-Controller, as Fiscal Agent  
500 West Temple Street, Room 603  
Los Angeles, CA 90012

**SUBJECT: REQUEST FOR PAYMENT OF COSTS OF ISSUANCE  
LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY  
LOS ANGELES COUNTY ENERGY PROGRAM  
CONTRACTUAL ASSESSMENT REVENUE BONDS, SERIES \_\_**

The Fiscal Agent is hereby requested to pay from the Costs of Issuance Fund established pursuant to the Indenture, dated as of \_\_\_\_\_ 1, 2010, executed by and among the Los Angeles County Public Works Financing Authority, the County of Los Angeles, the Treasurer and Tax Collector of the County of Los Angeles, as Paying Agent, and the Auditor-Controller of the County of Los Angeles, as Fiscal Agent, to the person, corporation or other entity designated below as Payee, the sum set forth below such designation, in payment of the Costs of Issuance described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the Costs of Issuance described below and has not formed the basis of any prior request for payment.

Payee:

Address:

Amount: \$ \_\_\_\_\_

Description:

Description of Costs of Issuance or portion thereof accepted by the County of Los Angeles and authorized to be paid to the Payee.

Executed by the Authorized  
Representative of the County  
of Los Angeles

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Payment Request No. \_\_\_\_\_

Attachment: (Attach duplicate original of Payee's statement(s) or invoice(s))

LOAN AGREEMENT

Dated as of \_\_\_\_\_ 1, 2010

by and between the

COUNTY OF LOS ANGELES, CALIFORNIA,

and the

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

Relating to

Los Angeles County Public Works Financing Authority  
Los Angeles County Energy Program  
Contractual Assessment Revenue Bonds, Series A

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EXHIBIT A - LOAN REPAYMENT SCHEDULE

EXHIBIT B - ASSESSMENT CONTRACT SCHEDULE

## **LOAN AGREEMENT**

THIS LOAN AGREEMENT (this "Loan Agreement") is made and entered into as of \_\_\_\_\_ 1, 2010, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority");

### ***WITNESSETH:***

WHEREAS, Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California (the "Contractual Assessment Law") authorizes counties to assist free and willing property owners in financing the installation of distributed generation renewable energy sources and energy and water efficiency improvements (the "Improvements") that are permanently fixed to residential, commercial, industrial or other real property through a contractual assessment program; and

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County of Los Angeles, a political subdivision of the State of California (the "County"), previously approved a resolution (the "Resolution of Intention") declaring its intention to order the implementation of a contractual assessment program to finance Improvements pursuant to the Contractual Assessment Law; and

WHEREAS, following notice duly given and a hearing in accordance with applicable law, the Board of Supervisors approved a resolution (the "Resolution Establishing the LACEP") which, among other things, authorized the establishment of the Los Angeles County Energy Program (the "LACEP") to finance the acquisition, construction and installation of the Improvements on properties in the County through the use of contractual assessments pursuant to the Contractual Assessment Law; and

WHEREAS, pursuant to LACEP, the County will enter into contractual assessment agreements (each, an "Assessment Contract") with free and willing property owners (the "Property Owners") pursuant to which the County will assist in financing the acquisition, construction and installation of Improvements on or in such owners' respective properties and levy contractual assessments (each, an "Assessment") on the applicable properties in the amounts set forth in the Assessment Contracts; and

WHEREAS, the Board of Directors (the "Board of Directors") of the Los Angeles County Public Works Financing Authority (the "Authority") previously approved a resolution (the "Authority Resolution") authorizing the issuance of its Los Angeles County Energy Program Contractual Assessment Revenue Bonds (the "Bonds") from time to time in one or more series under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (as amended, the "JPA Act") for the purpose of funding loans (the "Loans") to the County, which will disburse such loan amounts and any other moneys available therefor to free and willing property owners to finance the Improvements pursuant to LACEP; and

WHEREAS, the Authority will issue its \$\_\_\_\_\_ aggregate principal amount of Los Angeles County Energy Program Contractual Assessment Revenue Bonds, Series A (the "Series A Bonds") pursuant to the terms of that certain Indenture, dated as of \_\_\_\_\_ 1, 2010 (the "Indenture"), by and among the County, the Authority, the Auditor-Controller of the County, as fiscal agent thereunder, and the Treasurer and Tax Collector of the County, as paying agent thereunder; and

WHEREAS, this Loan Agreement represents one such loan by the Authority to the County with respect to such the Series A Bonds; and

WHEREAS, the County and the Authority have determined that all acts and proceedings required by law necessary to make this Loan Agreement, when executed by the County and the Authority, the valid, binding and legal obligation of the County and to constitute this Loan Agreement a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Loan Agreement have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Loan Agreement shall have the respective meanings which such terms have in the Indenture. In addition, the following terms defined in this Section 1.1 shall, for all purposes of this Loan Agreement, have the respective meanings herein specified.

"Assessment Contracts" means the agreements by and between the County and the free and willing property owners identified on the "Assessment Contract Schedule" attached as Exhibit B to this Loan Agreement.

"Assessment Installments" means the installments of principal, interest and premium, if any, to be paid on the unpaid Assessments by the owners of the real properties described in Exhibit B attached hereto.

"Assessment Revenues" means the revenues received by the County in each Fiscal Year from the collection of the annual Assessment Installments, including any interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available under the related Assessment Contracts or under the Contractual Assessment Law.

"Assessments" means the unpaid assessments levied by the County pursuant to the Contractual Assessment Law and the related Assessment Contracts, constituting a first lien and charge upon the real properties described in Exhibit B attached hereto.

“Event of Default” means any of the events described in Section 5.1 of this Loan Agreement.

“Loan” means the loan made by the Authority to the County pursuant to Section 2.1 of this Loan Agreement.

“Loan Agreement” means this Loan Agreement by and between the County and the Authority, as amended or supplemented pursuant to the provisions hereof.

“Loan Maturity Date” shall be the same date as the Maturity Date with respect to the Bond.

“Series A Repayment Account” means the account by that name established and held hereunder by the County within the Energy Fund pursuant to Section 3.2 of this Loan Agreement.

“Written Request of the County” means a request in writing signed by an Authorized Representative of the County.

Section 1.2. Rules of Construction. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Loan Agreement, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or subdivision hereof.

## ARTICLE II

### THE LOAN; ESTABLISHMENT OF FUNDS

Section 2.1. Authorization. The Authority hereby agrees to lend to the County, from the proceeds of the sale of the Series A Bonds deposited in the Loan Fund established under the Indenture, the aggregate principal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) under and subject to the terms of this Loan Agreement, the Contractual Assessment Law, and the JPA Act. This Loan Agreement constitutes a continuing agreement with the Authority to secure the full and final payment of the Loan, subject to the covenants, agreements, provisions and conditions herein contained.

Section 2.2. Terms of Loan. The principal of the Loan shall be payable no later than the second (2nd) Business Day prior to the Loan Maturity Date. Interest on the Loan shall be calculated on the basis of a 360-day year of twelve 30-day months. The first semi-annual installment of interest shall accrue from and including the Closing Date to but not including the next succeeding Interest Payment Date. Each succeeding semi-annual installment of interest shall accrue from and including the Interest Payment Date occurring at the beginning of such semi-annual period to but not including the next succeeding Interest Payment Date. Principal of and interest on the Loan shall be payable in each of the years and in the amounts set forth on Exhibit A hereto.

Principal of and interest on the Loan shall be payable by the County to the Authority from moneys deposited in the Series A Repayment Account pursuant to Section 3.2 hereof, in immediately available funds which constitute lawful money of the United States of America. Payment of such principal and interest shall be secured, and amounts for the payment thereof shall be deposited by the Authority with the Fiscal Agent at the times, as set forth in Article III hereof.

Section 2.3. Prepayment.

(a) Mandatory Prepayment. (i) The principal of the Loan shall be prepaid prior to maturity in whole or in part [on the Business Day preceding] any Interest Payment Date, from prepaid assessments on deposit and available for such purpose in the Series A Repayment Account of the Energy Fund, at a prepayment price equal to 10\_% of the principal amount of the Loan to be prepaid and accrued interest to the date fixed for redemption of the related Bonds.

(ii) The Loan shall be prepaid prior to maturity in whole on any date from proceeds of Refunding Bonds and other monies available therefor on deposit in the escrow fund for the Series A Bonds at a prepayment price equal to 10\_% of the principal amount of the Loan to be prepaid and accrued interest thereon to the date fixed for redemption of the Series A Bonds. Upon deposit of the moneys in the escrow fund for prepayment in full of the Loan hereunder and satisfaction of Section 9.1 of the Indenture, the Loan will be deemed paid within the meaning and with the effect expressed this Loan Agreement.

(b) Optional Prepayment.

(i) The principal of the Loan may be prepaid prior to maturity in whole or in part [on the Business Day preceding] any Interest Payment Date, from any available source of funds in the Series A Repayment Account of the Energy Fund, other than prepaid assessments referenced in the foregoing paragraph (a), at a prepayment price equal to the principal amount of the Loan to be prepaid, a prepayment premium equal to 10\_% of the principal amount of the Loan to be prepaid, and accrued interest to the date fixed for redemption of the related Bonds.

(c) The County shall give \_\_ days' prior written notice to the Paying Agent of its election to prepay all or a portion of the Loan under this Section 2.3, and shall transfer to the Fiscal Agent all amounts required for such prepayment.

Section 2.4. Application of Loan Proceeds. In furtherance of Section 4.3 of the Indenture, the County shall provide to the Fiscal Agent one or more Written Requests of the County requesting disbursement of the proceeds of the Loan to the property owners listed on Exhibit B hereof from amounts on deposit in the Loan Fund (or an account therein, if any) established under the Indenture, on the Closing Date or such other date or dates specified in such Written Request(s) of the County. After all amounts required to be disbursed under and pursuant to the Assessment Contract listed on Exhibit B hereof have been disbursed, moneys on deposit in the Loan Fund (or the applicable account therein, if any) in an amount equal to the difference between (i) the total set forth in the column titled "Approved Disbursement Amount" on

Exhibit B, and (ii) all amounts disbursed to the property owners listed on Exhibit B, shall be used by the County to prepay the Loan pursuant to Section 2.3(b) of this Loan Agreement.

### ARTICLE III

#### PLEDGE OF ASSESSMENT REVENUES; APPLICATION OF FUNDS

Section 3.1. Pledge of Assessment Revenues. The Loan shall be secured by a pledge of, security interest in and lien on all of the related Assessment Revenues and the amounts in the Series A Repayment Account created hereunder. The Assessment Revenues are hereby allocated in their entirety to the payment of certain costs and expenses [up to a maximum of \$\_\_\_\_\_,] incurred by the County in connection with the administration of LACEP and payment of the principal of and interest on the Loan.

Section 3.2. Series A Repayment Account; Deposit of Assessment Revenues. There is hereby established a special trust account within the Energy Fund to be known as the "Series A Repayment Account" held by the Treasurer. The County shall deposit all Assessment Revenues in the Series A Repayment Account promptly upon receipt thereof. Any amounts remaining in the Series A Repayment Account after payment in full of the Loan and the interest thereon shall be used by the County for the benefit of LACEP.

Section 3.3. Transfers of Assessment Revenues to Authority. (a) No later than the Business Day preceding each Interest Payment Date commencing \_\_\_\_\_, the County shall withdraw from the Series A Repayment Account and (i) transfer to the Program Expense Fund an amount equal to [formula to come], up to a maximum of one-half of the amount set forth in Section 3.1 hereof, and (ii) transfer to the Authority (or to the Fiscal Agent on behalf of the Authority), for deposit in the Debt Service Fund amounts sufficient to pay the interest then due on the Loan pursuant to Section 2.2 of this Loan Agreement.

(b) No later than the Business Day preceding each Principal Payment Date, the County shall withdraw from the Series A Repayment Account and transfer to the Authority (or to the Fiscal Agent on behalf of the Authority), for deposit in the Debt Service Fund, an amount sufficient to pay in full the portion of the principal of the Loan then due.

(c) No later than the Business Day preceding each Interest Payment Date commencing \_\_\_\_\_, the County shall withdraw from the Series A Repayment Account and transfer to the Authority (or to the Fiscal Agent on behalf of the Authority), for deposit in the Reserve Fund an amount that will, together with the amounts on deposit in the Reserve Fund, equal the Reserve Requirement.

(d) On each September 2, all moneys in the Series A Repayment Account in excess of the foregoing amount shall, to the extent permitted by law, be applied as follows:

(i) first, the moneys shall be transferred to the Program Expense Fund (in which case such moneys shall be released from the pledge and lien hereunder), unless the Treasurer determines in his sole discretion that amounts then on deposit in the Program Expense Fund are sufficient to pay anticipated costs and expenses to be incurred

by the County in connection with administration of LACEP for the next 12 months and anticipated costs and expenses to be incurred by the County, the Authority, the Paying Agent and the Fiscal Agent in connection with the Bonds for the next twelve (12) months, in which event the Treasurer may, but is not required to, apply such excess monies in accordance with paragraph (ii) below; and

(ii) second, the moneys shall be retained in the Series A Repayment Account, or, at the option of the County, the moneys shall be applied to prepay the Loan pursuant to Section 2.3(b).

Section 3.4. Program Expense Fund. There has been heretofore established a fund within the Energy Fund called the Program Expense Fund and held by the County. There will be deposited in the Program Expense Fund (i) the amounts received by the Treasurer with respect to each parcel in each Fiscal Year in satisfaction of the Annual Administrative Assessment pursuant to the Assessment Contracts and (ii) the amounts, exclusive of Revenues, deducted from Assessments and set-aside to pay the costs and expenses[, up to a maximum of \$\_\_\_\_\_ in each Fiscal Year], incurred by the County in connection with the capitalized costs of establishing and administering LACEP. Amounts on deposit in the Program Expense Fund shall be used by the County to pay for ordinary and necessary costs of administering the levy and collection of the Assessments and all other administrative costs and incidental expenses related to the Series A Bonds, as well as the capitalized costs of establishing and administering LACEP. On each June 30, amounts in excess of the Annual Administrative Assessments expected to be incurred through the next succeeding September 2 may be applied as a credit upon the assessment levied for the upcoming fiscal year for Annual Administrative Assessments. Any surplus remaining in the Program Expense Fund after payment or provision for payment of all Administrative Expenses and other costs in connection with establishing and administering LACEP incurred or expected to be incurred through and including activities relating to the payment in full of the Bonds may be transferred to the County for the benefit of LACEP.

Section 3.5. Investment of Moneys; Valuation of Investments. All moneys in the Series A Repayment Account shall be invested by the County solely in Authorized Investments, maturing not later than the respective dates on which such moneys are estimated by the County to be required to be deposited with the Authority pursuant to Section 3.3 hereof. All interest, profits and other income received from the investment of moneys in any fund or account held under this Loan Agreement shall be deposited in such fund or account. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such investment shall be credited to the fund from which such accrued interest was paid. Authorized Investments acquired as an investment of moneys in any fund or account held under this Loan Agreement shall be credited to such fund.

For the purpose of determining the amount in any fund or account hereunder, the value of Authorized Investments credited to such fund shall be calculated at the lesser of (a) the original cost thereof (excluding brokerage commissions and accrued interest, if any), or (b) the principal amount thereof.

## ARTICLE IV

### OTHER COVENANTS OF THE COUNTY

Section 4.1. Punctual Payment. The County will punctually pay or cause to be paid the principal of and interest on the Loan together with any prepayment premiums thereon in strict conformity with the terms of this Loan Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Loan Agreement.

Section 4.2. Limited Obligation. The Loan is a limited obligation of the County and is payable solely from and secured solely by related Assessment Revenues and the amounts in the Series A Repayment Account created hereunder.

Section 4.3. General. The County shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the County under the provisions of this Loan Agreement. The County warrants that upon the date of execution and delivery of this Loan Agreement, the conditions, acts and things required by law and this Loan Agreement to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Loan Agreement do exist, have happened and have been performed and the execution and delivery of the Loan Agreement shall comply in all respects with the applicable laws of the State.

Section 4.4. Protection of Security and Rights of Authority. The County will preserve and protect the security of the Loan and the rights of the Authority thereto, and will warrant and defend their rights to such security against all claims and demands of all persons. From and after the delivery of the Loan Agreement by the County, the Loan shall be incontestable by the County.

Section 4.5. Against Encumbrances. The County will not encumber, pledge or place any charge or lien upon any of the related Assessment Revenues or other amounts pledged to the related Loan superior to or on a parity with the pledge and lien herein created for the benefit of the Loan, except as permitted by this Loan Agreement.

Section 4.6. Collection of Assessment. The County shall comply with all requirements of the Contractual Assessment Law and applicable State law so as to assure the timely collection of the unpaid Assessment.

Section 4.7. Accounting Records and Statements. The County will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Assessment Revenues, and such accounting records shall be available for inspection upon five (5) Business Days' written notice by the Authority or the Fiscal Agent or their respective agent duly authorized in writing at reasonable hours and under reasonable conditions.

Section 4.8. Further Assurances. The County will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of its duties under



this Loan Agreement, and for the better assuring and confirming unto the Authority the rights and benefits provided in this Loan Agreement.

Section 4.9. Payment of Expenses; Indemnification. At the request or direction of the Authority, the County shall pay from the Program Expense Fund (but only to the extent moneys are on deposit therein) the costs and expenses incurred by the Authority in connection with the issuance of the Bond, including all compensation to the Fiscal Agent from time to time for all services rendered this Loan Agreement and the Indenture, including but not limited to all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties hereunder and thereunder. Upon the occurrence of an Event of Default, the Fiscal Agent (if other than the Auditor) shall have a first lien on the Assessment Revenues and the Series A Repayment Account to secure the payment to the Fiscal Agent of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel incurred in declaring such Event of Default and in exercising the rights and remedies set forth in Article V hereof.

The County further covenants and agrees to indemnify and save the Fiscal Agent (if other than the Auditor) and its officers, directors, agents and employees, harmless against any losses, expenses and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or intentional misconduct of the Fiscal Agent, its officers, directors, agents or employees. The obligations of the County under this paragraph shall survive the resignation or removal of the Fiscal Agent under the Indenture, this Loan Agreement and payment of the Loan and the discharge of this Loan Agreement.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default. The following events shall constitute Events of Default hereunder:

(a) Default in the due and punctual payment of the principal of or prepayment premium, if any, on the Loan when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) Default in the due and punctual payment of the interest on the Loan when and as the same shall become due and payable; or

(c) Default by the County in the observance of any of the agreements, conditions or covenants on its part in this Loan Agreement (other than a payment default referred to in subparagraphs (a) and (b) above), and the continuation of such default for a period of 60 days after the County shall have been given notice in writing of such default by the Authority or the Fiscal Agent; provided that if within 60 days the County has commenced curing of the default and diligently pursues elimination thereof, such period shall be extended to permit such default to be eliminated.

Section 5.2. Remedies Not Exclusive; Non-Waiver. No remedy conferred hereby upon the Authority is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the JPA Act, Chapter 29, or any other law of the State. No waiver of any default or breach of duty or contract by the Authority shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of the Authority to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Authority may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Authority shall prevail, the Authority shall be entitled to receive reimbursement for reasonable costs, expenses, outlays and attorney's fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Authority then, and in every such case, the Authority and the Authority shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 5.3. Limited Liability of the County to the Authority. Except for the collection of the Assessment Revenues and the observance and performance of the other conditions, covenants and terms contained herein or in the Contractual Assessment Law required to be observed or performed by it, the County shall not have any obligation or liability to the Authority with respect to this Loan Agreement. Pursuant to the Resolution of Intention relating to these proceedings, the County has determined that no funds of the County will be available to pay principal of, premium, if any, or interest on the Bonds. The County has determined that pursuant to the Contractual Assessment Law, the County will not obligate itself to advance available funds from the County's treasury to cure any deficiency which may occur in the Debt Service Fund under the Indenture.

Section 5.4. Action by Authority Upon Default. In the event the County fails to take any action to eliminate an Event of Default under Section 5.1 hereof, the Authority may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under this Loan Agreement, but only if the Authority has first made written request of the County, after the right to exercise such powers or right of action shall have occurred, and shall have afforded the County a reasonable opportunity either to proceed to exercise the powers granted herein or granted under law or to institute such action, suit or proceeding in its name and unless also, the County shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the County shall have refused or neglected to comply with such request within a reasonable time. Any moneys recovered in such suit, action, mandamus or other proceedings shall be applied first to the payment of the reasonable costs and expenses of the Authority in bringing such suit, action, mandamus or other proceeding, including reasonable compensation to its agents and attorney.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1. Discharge of Loan Agreement. If the County shall pay and discharge the entire indebtedness on the Loan in any one or more of the following ways and shall concurrently therewith discharge the indebtedness of the Series A Bonds in full:

(a) by well and truly paying or causing to be paid the principal of and interest and prepayment premiums (if any) on the Loan, as and when the same become due and payable;

(b) by irrevocably depositing with the Fiscal Agent, in trust, at or before maturity, cash in an amount which, together with the available amounts then on deposit in any of the funds and accounts maintained pursuant to the Indenture in connection with the Series A Bonds or this Loan Agreement, is fully sufficient to pay all principal of and interest and prepayment premiums (if any) on the Loan; or

(c) by irrevocably depositing with the Fiscal Agent or any other fiduciary, in trust, Federal Securities pursuant to Section 9.1(c) of the Indenture in such amount as an Independent Public Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to the Indenture or pursuant to this Loan Agreement, be fully sufficient to pay and discharge the indebtedness on the Loan (including all principal, interest and prepayment premiums) at or before maturity;

then, at the election of the County but only if all other amounts then due and payable hereunder shall have been paid or provision for their payment made, the pledge of and lien upon the Assessment Revenues and other funds provided for in this Loan Agreement and all other obligations of the Authority and the County under this Loan Agreement with respect to the Loan shall cease and terminate, except only the obligation of the County to pay or cause to be paid to the Authority, from the amounts so deposited with the Authority, the Paying Agent, the Fiscal Agent, or such other fiduciary, all sums due with respect to the Loan and all expenses and costs of the Authority, the Paying Agent and the Fiscal Agent. Notice of such election shall be filed with the Authority, the Paying Agent, and the Fiscal Agent.

Any funds thereafter held by the County hereunder, which are not required for purposes of this Section 6.1, shall be transferred to the County for the benefit of LACEP.

Section 6.2. Amendment. This Loan Agreement may be amended by the parties hereto but only to the extent such amendment shall not be inconsistent with the terms and provisions hereof and only for the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Loan Agreement or in any supplemental indenture, provided that such action shall not adversely affect the interests of the Authority;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the County contained in this Loan Agreement other covenants, agreements, limitations and restrictions to be observed by the County which are not contrary to or inconsistent with this Loan Agreement as theretofore in effect; and

(c) to modify, alter, amend or supplement this Loan Agreement in any other respect which is not materially adverse to the interests of the Authority.

The Authority covenants that the Indenture shall not be amended without the prior written consent of the County.

Section 6.3. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Loan Agreement to be given to or filed with the Authority, the County, the Paying Agent or the Fiscal Agent shall be deemed to have been sufficiently given or filed for all purposes of this Loan Agreement if and when delivered to or sent in accordance with Section 9.8 of the Indenture.

Section 6.4. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Loan or the date fixed for prepayment of the Loan or any portion thereof or the date any action is to be taken pursuant to this Loan Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period after such date.

Section 6.5. Benefits Limited to Parties. Nothing in this Loan Agreement, expressed or implied, is intended to give to any person other than the County and the Authority, any right, remedy or claim under or by reason of this Loan Agreement. All covenants, stipulations, promises or agreements in this Loan Agreement contained by and on behalf of the County shall be for the sole and exclusive benefit of the Authority, of any Fiscal Agent (if not the Auditor) and of any Paying Agent (if not the Treasurer) acting under the Indenture for the benefit of the Owners of the Bond.

Section 6.6. No Personal Liability. The County and the officer, agent or employee thereof shall not be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such entity, officer, agent or employee from the performance of any official duty provided by law.

Section 6.7. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Loan Agreement, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Loan Agreement and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Loan Agreement and the related Loan shall remain valid and the parties hereto shall retain all valid rights and benefits accorded to them under this Loan Agreement and the Constitution and laws of the State.

Section 6.8. Headings. Any headings preceding the texts of the several Articles hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Loan Agreement, nor shall they affect its meaning, construction or effect.

Section 6.9. Governing Law. All provisions of this Loan Agreement are to be governed by the laws of the State.

Section 6.10. Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, have caused this Loan Agreement to be signed by their respective officers, all as of the day and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair of the Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

LOS ANGELES COUNTY PUBLIC WORKS  
FINANCING AUTHORITY

By: \_\_\_\_\_  
Chair of the Board of Directors

ATTEST:

Secretary

By: \_\_\_\_\_  
Deputy

**EXHIBIT A**

**LOAN REPAYMENT SCHEDULE**

<u>Date</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Total</u>
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## **EXHIBIT B**

### **ASSESSMENT CONTRACT SCHEDULE**

<b>Property Owner(s)</b>	<b>Date of Assessment Contract</b>	<b>Approved Disbursement Amount</b>
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